

Exhibit 29

REDACTED

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

- - - - - x
IN RE: VALSARTAN, LOSARTAN, AND : MDL NO. 2875
IRBESARTAN PRODUCTS LIABILITY :
LITIGATION, :
:
THIS DOCUMENT RELATES TO: :
Duffy, et al. v. Solco Healthcare :
U.S., L.L.C., et al., :
Case No. 1:18-cv-15076-RBK-JS :
- - - - - x

RESTRICTED CONFIDENTIAL

Veritext Virtual Zoom Videotaped
deposition of MARGARET FINN, taken on Friday,
July 30, 2021, held in New York, New York,
commencing at 9:06 a.m., before Jamie I. Moskowitz,
a Certified Court Reporter and Certified Livenote
Reporter.

Page 2	Page 4
<p>1 A P P E A R A N C E S:</p> <p>2</p> <p>3 RIVERO MESTRE</p> <p>4 BY: CHARLIE E. WHORTON, ESQUIRE</p> <p>5 2525 Ponce de Leon Boulevard</p> <p>6 Suite 1000</p> <p>7 Miami, Florida 33134</p> <p>8 305.445.2500</p> <p>9 cwhorton@riveromestre.com</p> <p>10 Counsel for the Witness</p> <p>11</p> <p>12 DUANE MORRIS LLP</p> <p>13 BY: DREW T. DORNER, ESQUIRE</p> <p>14 505 9th Street N.W., Suite 1000</p> <p>15 Washington, DC 20004</p> <p>16 202.776.5291</p> <p>17 dtdorner@duanemorris.com</p> <p>18 Counsel for Defendants Princeton Pharmaceutic Inc.</p> <p>19 Zhejiant Huahai Pharmaceutic Co., Ltd, Solco</p> <p>20 Healthcare U.S., LLC and Huahai U.S., Inc.</p> <p>21</p> <p>22 CIPRIANI & WARNER</p> <p>23 BY: ETHAN R. FELDMAN, ESQUIRE</p> <p>24 450 Sentry Parkway, Suite 200</p> <p>25 Blue Bell, Pennsylvania 19422</p> <p>610.567.0700</p> <p>efeldman@c-wlaw.com</p> <p>Counsel for Defendant Aurobindo Pharma Ltd.</p> <p>GREENBERG TRAURIG</p> <p>BY: TIFFANY M. ANDRAS, ESQUIRE</p> <p>77 West Wacker Drive - Suite 3100</p> <p>Chicago, Illinois 60601</p> <p>312.456.1065</p> <p>andrast@gtlaw.com</p> <p>Counsel for Defendant Teva Pharmaceuticals</p> <p>Industries Ltd.</p>	<p>1 E X H I B I T S</p> <p>2</p> <p>3 EXHIBIT NUMBER DESCRIPTION PAGE</p> <p>4 Exhibit 1 Amended Notice of Deposition 17</p> <p>5 of MSP Recovery Claims</p> <p>6 Series LLP</p> <p>7 Exhibit 2 Anthem Plan 66</p> <p>8 Exhibit 3 Express Scripts intake 67</p> <p>9 order form</p> <p>10 Exhibit 4 Native Excel File 101</p> <p>11 Competitive Assessment</p> <p>12 Exhibit 5 Email thread 115</p> <p>13 Exhibit 6 Emblem's formularies 125</p> <p>14 Exhibit 7 Internal communication at 135</p> <p>15 Emblem</p> <p>16 Exhibit 8 Document entitled MAPDST 145</p> <p>17 Positive Tier Changes 2018</p> <p>18 Exhibit 9 Email thread 154</p> <p>19 Exhibit 10 Template from Express Scripts 173</p> <p>20 Exhibit 11 Internal Emblem email thread 177</p> <p>21 dated July of 2018</p> <p>22 Exhibit 12 Contract Agreement for 184</p> <p>23 Medicare Plans 2012</p> <p>24 Exhibit 13 Proposed Third Amended 222</p> <p>25 Economic Loss of Master</p> <p>Complaint</p> <p>Exhibit 14 Demonstrative Exhibit 226</p> <p>Exhibit 15 Claims data detail report 229</p> <p>provided by MSP</p> <p>Exhibit 16 Claims data 232</p> <p>Exhibit 17 Single transaction of data 240</p>
Page 3	Page 5
<p>1 A P P E A R A N C E S:</p> <p>2</p> <p>3 NORTON ROSE FULBRIGHT US LLP</p> <p>4 BY: D'LESLEI M. DAVIS, ESQUIRE</p> <p>5 2200 Ross Avenue - Suite 3600</p> <p>6 Dallas, Texas 75201-7932</p> <p>7 214.855.8000</p> <p>8 dlesli.davis@nortonrosefulbright.com</p> <p>9 Counsel for McKesson Corporation</p> <p>10</p> <p>11 LEWIS BRISBOIS BISGAARD & SMITH LLP</p> <p>12 BY: ASHER A. BLOCK, ESQUIRE</p> <p>13 550 East Swedesford Road - Suite 270</p> <p>14 Wayne, Pennsylvania 19087</p> <p>15 215.977.4066</p> <p>16 asher.block@lewisbrisbois.com</p> <p>17 Counsel for Camber Pharmaceuticals</p> <p>18</p> <p>19 HUSCH BLACKWELL</p> <p>20 BY: MATTHEW D. KNEPPER</p> <p>21 190 Carondelet Plaza - Suite 600</p> <p>22 St. Louis, Missouri 63105</p> <p>23 314.480.1848</p> <p>24 matt.knepper@huschblackwell.com</p> <p>25 Counsel for Express Scripts</p> <p>ALSO PRESENT:</p> <p>CARLOS G. MANALANSAN, ESQUIRE</p> <p>Deputy General Counsel for Emblem Health</p> <p>JUSTIN BILY</p> <p>Legal Videographer</p>	<p>1 EXHIBIT NUMBER DESCRIPTION PAGE</p> <p>2 Exhibit 18 Demonstrative Exhibit 270</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>

<p style="text-align: right;">Page 6</p> <p>1 REQUEST PAGE</p> <p>2 INSTRUCTIONS NOT TO ANSWER:</p> <p>3 Page Line</p> <p>4 None</p> <p>5 REQUEST FOR PRODUCTION OF DOCUMENTS:</p> <p>6 Page Line Description</p> <p>7 None</p> <p>8 STIPULATIONS:</p> <p>9 Page Line</p> <p>10 None</p> <p>11 QUESTIONS MARKED:</p> <p>12 Page Line</p> <p>13 None</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p style="text-align: right;">Page 8</p> <p>1 THE VIDEOGRAPHER: We are going on the</p> <p>2 record at 9:06 on July 30th, 2021. This is</p> <p>3 media unit number 1 of the video recorded</p> <p>4 deposition of Margaret Finn in regards to the</p> <p>5 valsartan, losartan litigation.</p> <p>6 My name is Justin Bily from the firm</p> <p>7 Veritext, and I'm the videographer. The court</p> <p>8 reporter is Jamie Moskowitz from the firm</p> <p>9 Veritext.</p> <p>10 All counsel will be noted on the</p> <p>11 stenographic record. Would the court reporter</p> <p>12 please swear in the witness, and then we can</p> <p>13 begin.</p> <p>14 * * *</p> <p>15 P R O C E E D I N G S</p> <p>16 THE COURT REPORTER: The attorneys</p> <p>17 participating in this deposition acknowledge</p> <p>18 that I am not physically present in the</p> <p>19 deposition room and that I will be reporting</p> <p>20 this deposition remotely.</p> <p>21 They further acknowledge that, in lieu</p> <p>22 of an oath administered in person, the witness</p> <p>23 will verbally declare her testimony in this</p> <p>24 matter is under penalty of perjury.</p> <p>25 The parties and their counsel consent</p>
<p style="text-align: right;">Page 7</p> <p>1 TABLE OF CONTENTS</p> <p>2 MARGARET FINN</p> <p>3</p> <p>4 Examination</p> <p>5 By Ms. Andras.....Page 8</p> <p>6 By Mr. Dorner.....Page 207</p> <p>7 Notice to Read & Sign.....Page 223</p> <p>8 Reporter Certificate.....Page 225</p> <p>9 Index of Exhibits.....Page 4</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p style="text-align: right;">Page 9</p> <p>1 to this arrangement and waive any objections to</p> <p>2 this manner of reporting. If there are any</p> <p>3 objections, please state them now.</p> <p>4 * * *</p> <p>5 MARGARET FINN, after having been first</p> <p>6 duly sworn, was examined and testified as</p> <p>7 follows:</p> <p>8 * * *</p> <p>9 THE COURT REPORTER: Okay. Please</p> <p>10 proceed.</p> <p>11 BY MS. ANDRAS:</p> <p>12 Q Good morning, Ms. Finn. How are you?</p> <p>13 A Good, thank you.</p> <p>14 Q My name's Tiffany Andras. I represent</p> <p>15 Teva Pharmaceuticals in this action. And we have</p> <p>16 never met before today, right?</p> <p>17 A Correct.</p> <p>18 Q Okay. Can you state and spell your</p> <p>19 name for the record, please?</p> <p>20 A Sure. It's Margaret Chisholm Finn.</p> <p>21 M-a-r-g-a-r-e-t, middle name Chisholm,</p> <p>22 C-h-i-s-h-o-l-m, Finn, F as in Frank, i-n-n.</p> <p>23 Q Have you ever been known by any other</p> <p>24 names?</p> <p>25 A Margaret Mary Chisholm.</p>

<p style="text-align: right;">Page 10</p> <p>1 Q Okay. And how do you spell that?</p> <p>2 A M-a-r-g-a-r-e-t, M-a-r-y,</p> <p>3 C-h-i-s-h-o-l-m.</p> <p>4 Q How long have you been known as -- you</p> <p>5 go by Peggy, correct?</p> <p>6 A My nickname is Peggy. Right.</p> <p>7 Q Okay. How long have you gone by your</p> <p>8 previous last name?</p> <p>9 A My maiden name?</p> <p>10 Q Yes.</p> <p>11 A 25 years, a really long time ago.</p> <p>12 Q What's your business address?</p> <p>13 A Water Street, New York, New York.</p> <p>14 Q Okay. Where are you taking your</p> <p>15 deposition from today?</p> <p>16 A Manhattan, New York.</p> <p>17 Q Are you at your residence?</p> <p>18 A I am.</p> <p>19 Q Is anybody else in the room with you?</p> <p>20 A No.</p> <p>21 Q Have you ever been deposed before?</p> <p>22 A No.</p> <p>23 Q Okay. So I'm going to go over a few</p> <p>24 ground rules here. It's especially important that</p> <p>25 we pay attention to them and don't speak over each</p>	<p style="text-align: right;">Page 12</p> <p>1 other or, you know, to nod your head or say uh-huh,</p> <p>2 things like that. And those are things that the</p> <p>3 court reporter will have difficulty recording. So</p> <p>4 in such instances, you know, I might ask you to --</p> <p>5 you know, is that a yes? Is that a no? And I'm not</p> <p>6 trying to be rude. I'm trying to make sure we have</p> <p>7 a clear record. Do you understand?</p> <p>8 A I do.</p> <p>9 Q And, you know, of course, it's going</p> <p>10 to be a pretty long day today. So if you need a</p> <p>11 break for any reason, just, you know, feel free to</p> <p>12 ask at any time. And I'll try to take a break or at</p> <p>13 least a short break maybe every hour, hour and a</p> <p>14 half or so just so we can all, you know, stretch our</p> <p>15 legs and everything like that.</p> <p>16 If you need a break at any other time,</p> <p>17 it's no problem. The only thing that I ask is that</p> <p>18 if I have a question pending, that you finish in the</p> <p>19 question before we take that break; is that fair?</p> <p>20 A It is.</p> <p>21 Q Okay. And if you answer one of my</p> <p>22 questions, I'm going to presume that you understood</p> <p>23 the question. So if my question isn't clear, just</p> <p>24 please indicate that to me. I don't want you to be</p> <p>25 speculating. All right?</p>
<p style="text-align: right;">Page 11</p> <p>1 other because the court reporter will be taking down</p> <p>2 everything that we say.</p> <p>3 I'm going to be asking you a series of</p> <p>4 questions. After I'm done with my questions, if you</p> <p>5 could pause for a moment. Especially in the remote</p> <p>6 environment, there tends to be a delay, but it</p> <p>7 could, you know, allow your counsel to make any</p> <p>8 objections.</p> <p>9 He might make objections for various</p> <p>10 reasons on the record here and there. It doesn't</p> <p>11 mean that you don't have to answer the question, so</p> <p>12 just let him lodge the objection unless he instructs</p> <p>13 you not to answer. And then just proceed with your</p> <p>14 answer after that.</p> <p>15 And I will try to, you know, not</p> <p>16 interrupt you while you're finishing your answer,</p> <p>17 and if you can try to not interrupt me in the middle</p> <p>18 of a question. Even if you know where you think I'm</p> <p>19 going with that question, it's important that we get</p> <p>20 the record clear and that I can get the whole</p> <p>21 question out before you begin your answer; is that</p> <p>22 fair?</p> <p>23 A Yes.</p> <p>24 Q Okay. And sometimes, you know, we</p> <p>25 might have just a habit to try to talk over each</p>	<p style="text-align: right;">Page 13</p> <p>1 A Yes.</p> <p>2 Q Do you have any documents or any</p> <p>3 materials in front of you that you're referring to</p> <p>4 today?</p> <p>5 A I have a couple of handwritten notes</p> <p>6 here, and I have something up on my computer screen</p> <p>7 in case I should need it.</p> <p>8 Q Okay. And what do you have up on your</p> <p>9 computer screen?</p> <p>10 A It's actually the notice that we</p> <p>11 received from Express Scripts regarding the recall.</p> <p>12 Q Okay. And with regard to your notes,</p> <p>13 what is the substance of those notes?</p> <p>14 A Oh, you know, things like reminding</p> <p>15 myself how many tiers in our different formularies</p> <p>16 for Medicare, the dates that the recall notice went</p> <p>17 out, really, probably stuff I didn't need to write</p> <p>18 down. But I always feel better when I write stuff</p> <p>19 down.</p> <p>20 Q Okay. Well, I'll ask you if you're</p> <p>21 going to refer to any of those documents while you</p> <p>22 are taking this deposition, that you provide it to</p> <p>23 counsel and that they produce it to us. If you are</p> <p>24 referring to something, it would be helpful if you</p> <p>25 note you are referring to something to remember; is</p>

CONFIDENTIAL

<p style="text-align: right;">Page 14</p> <p>1 that okay?</p> <p>2 A Sure, yes.</p> <p>3 Q Okay. Do you understand you're</p> <p>4 testifying today in your capacity as the corporate</p> <p>5 representative for plaintiff</p> <p>6 MSP Recovery Claims, Series LLC?</p> <p>7 A Yes.</p> <p>8 Q You understand that's in relation to</p> <p>9 MSP's claims on behalf of Emblem Health and</p> <p>10 ConnectiCare in the valsartan multi-district</p> <p>11 litigation pending in the U.S. District Court for</p> <p>12 the District of New Jersey?</p> <p>13 MR. WHORTON: Object to form.</p> <p>14 THE WITNESS: Yes.</p> <p>15 BY MS. ANDRAS:</p> <p>16 Q Okay. What is your understanding</p> <p>17 about what this lawsuit is about?</p> <p>18 A Essentially that we paid for drugs</p> <p>19 that we shouldn't have because those drugs shouldn't</p> <p>20 have been on the market.</p> <p>21 Q And why do you say they shouldn't have</p> <p>22 been on the market?</p> <p>23 A Because they were tainted.</p> <p>24 Q Do you have an understanding of what</p> <p>25 the drugs were allegedly tainted with?</p>	<p style="text-align: right;">Page 16</p> <p>1 get to your employment history very shortly.</p> <p>2 But when you first started at Emblem,</p> <p>3 that was right before the recall or after?</p> <p>4 A Actually, I started on the day that</p> <p>5 Express Scripts announced the condition.</p> <p>6 Q Do you remember which date that was?</p> <p>7 A July 18th, 2018.</p> <p>8 Q Okay. What's your understanding of</p> <p>9 your responsibilities in testifying as a</p> <p>10 Rule 30(b)(6) corporate representative?</p> <p>11 A Just to share my knowledge of the</p> <p>12 situation and to answer any questions that you may</p> <p>13 have.</p> <p>14 Q Okay.</p> <p>15 MS. ANDRAS: I am going to share my</p> <p>16 screen quickly. Can everybody see my screen?</p> <p>17 MR. WHORTON: Yes.</p> <p>18 THE WITNESS: I do.</p> <p>19 BY MS. ANDRAS:</p> <p>20 Q I'm showing you what I marked as</p> <p>21 Deposition -- or deposition Exhibit 1. This is the</p> <p>22 amended notice of deposition of</p> <p>23 MSP Recovery Claims, Series LLC. And attached at</p> <p>24 the end is a list of Rule 30(b)(6) topics on which</p> <p>25 MSP has been called to testify. Have you seen this</p>
<p style="text-align: right;">Page 15</p> <p>1 A A cancer-causing agent.</p> <p>2 Q What's the basis for your</p> <p>3 understanding about the substance that you allege it</p> <p>4 was tainted with?</p> <p>5 MR. WHORTON: Object to form.</p> <p>6 THE WITNESS: My -- my understanding</p> <p>7 is that when taken regularly -- when ingested</p> <p>8 regularly, I should say, that it has been known</p> <p>9 to cause cancer.</p> <p>10 BY MS. ANDRAS:</p> <p>11 Q And how did you become aware of</p> <p>12 that -- or strike that.</p> <p>13 What is the basis for that</p> <p>14 understanding? How did you learn about that</p> <p>15 substance?</p> <p>16 A Through the communications that we had</p> <p>17 with Express Scripts.</p> <p>18 Q And is that -- communications at what</p> <p>19 time?</p> <p>20 A Well, so I have been with them for</p> <p>21 three years. July 2018, I started. And it was</p> <p>22 really right at the time that I started that the</p> <p>23 recall of these drugs had become known, and we</p> <p>24 initiated recalling the drug from our patients.</p> <p>25 Q So when you first started -- we will</p>	<p style="text-align: right;">Page 17</p> <p>1 document before?</p> <p>2 (Whereupon, Exhibit 1 was marked for</p> <p>3 Identification.)</p> <p>4 THE WITNESS: I have not.</p> <p>5 BY MS. ANDRAS:</p> <p>6 Q Okay. Have you seen any of these</p> <p>7 topics?</p> <p>8 A I have not seen this document before,</p> <p>9 so no.</p> <p>10 Q Okay. What did you do to prepare for</p> <p>11 this deposition today?</p> <p>12 A I met with Charlie and Carlos and</p> <p>13 David, maybe for an hour.</p> <p>14 Q Was that meeting --</p> <p>15 A I'm sorry?</p> <p>16 Q Was that meeting in person?</p> <p>17 A No.</p> <p>18 Q Okay.</p> <p>19 MS. ANDRAS: Sorry. I'm trying to get</p> <p>20 out of my screen right now.</p> <p>21 BY MS. ANDRAS:</p> <p>22 Q And you said that was for about an</p> <p>23 hour that you met with them?</p> <p>24 A Yes.</p> <p>25 Q What kind of materials did you review?</p>

5 (Pages 14 - 17)

<p style="text-align: right;">Page 18</p> <p>1 A Something called the Valsartan 2 Litigation Summary of Deposition Topics -- 3 THE COURT REPORTER: I'm sorry. What 4 was the end of your answer? 5 THE WITNESS: Summary of Deposition 6 Topics Addressed to Signers. I'm actually 7 looking at it right now. 8 BY MS. ANDRAS: 9 Q Okay. Is that something that was 10 provided to you by plaintiffs' counsel? 11 A Yes. 12 Q Okay. And the summary of topics, 13 are -- do you understand that to be the topics that 14 you're designated to testify about today? 15 A Yes. 16 Q Have you spoken with anybody other 17 than plaintiffs' counsel in this case about this 18 deposition today? 19 A No. 20 Q Have you reviewed any documents on 21 your own outside the presence of counsel to prepare 22 for this deposition? 23 A Yes. I took a look at our 24 formularies, the -- the ones that we had available 25 during that time frame. I took a look at our</p>	<p style="text-align: right;">Page 20</p> <p>1 Q Since July 18, 2018? 2 A Correct. 3 Q Okay. A date we're all very familiar 4 with in this litigation. And what's your current 5 title? 6 A Vice president, Enterprise Pharmacy 7 Solutions. 8 Q How long have you been in that role? 9 A About a year. 10 Q What are your job responsibilities in 11 that role? 12 A Oh, I'm responsible for everything 13 pharmacy, which includes benefit setup for our 14 client, implementation testing, all of our IT 15 projects. I'm responsible for defining a formulary 16 and ensuring that they are compliant and submit it 17 with all state and federal regulations. I'm 18 responsible for utilization management oversight, 19 quality, which includes all of our star ratings 20 management and our different care management 21 programs. Government programs, Medicare, Medicaid, 22 the exchanges. 23 Am I missing something? I'm just 24 trying to think of my organization right now. And 25 essentially, like, the pharmacy provider network.</p>
<p style="text-align: right;">Page 19</p> <p>1 Medicare plan structure, and, again, the -- the 2 notice that we received from Express Scripts. 3 That's about it. 4 Q You said you looked at the formulary 5 for the relevant time frame. What time frame is 6 that? 7 A We only had back as far as 2017. 8 Q Is that formulary for Emblem or for 9 ConnectiCare? 10 A Both. And it's the same formulary. 11 Q You said you also reviewed documents 12 relating to your Medicare plan structure; is that 13 correct? 14 A Correct. 15 Q For what time periods did you have 16 information or documents to review on that topic? 17 A I think that was also 2017. It could 18 have been 2018. It hasn't really changed. 19 Q Okay. Who is your current employer? 20 A I'm sorry? 21 Q Who is your current employer? 22 A Oh, Emblem Health. 23 Q And how long have you been employed 24 with Emblem? 25 A Three years.</p>	<p style="text-align: right;">Page 21</p> <p>1 Q Those are a lot of responsibilities, a 2 very busy lady, I'm sure. So I appreciate you 3 taking your time today. 4 A No problem. 5 Q Let's walk through a couple of those 6 so I can get a better understanding. 7 So you said everything that has to 8 deal with the pharmacies. Is that just for Emblem, 9 or does that also include ConnectiCare or any of 10 Emblem's subsidiary MAOs? 11 A It's all Emblem and ConnectiCare. 12 Q Okay. And you said also limitation 13 testing; is that right? 14 A Implementation testing. 15 Q Implementation testing. 16 What does that mean? 17 A That means after you set up the 18 benefit, that you run test conditions -- and we do 19 this in collaboration with Express Scripts -- run 20 test conditions to make sure that the outcome of a 21 claim being processed is as intended by the client 22 right copay, right tier, all that kind of stuff. 23 Q Okay. You also mentioned you were in 24 charge of overseeing different IT projects, correct? 25 A Yes, uh-huh.</p>

<p style="text-align: right;">Page 22</p> <p>1 Q And what are the nature of those IT 2 projects? 3 A Gosh, they can be a number of 4 different things. So, you know, for instance, when 5 our platform was migrating from our legacy platform 6 into the facets platform that affected pharmacy, so 7 I had a team of people who worked on that project, 8 making sure that all the pharmacy processing would 9 continue, that the integration to Express Scripts 10 was intact, that claim files could come back and 11 forth, eligibility files back and forth and 12 ensuring, just, that everything is going to continue 13 to process on the new platform. 14 It also involves projects that my team 15 initiates. For example, working on, you know, 16 improving our COB capabilities, you know, anything 17 that further -- 18 THE COURT REPORTER: Anything that 19 further... 20 THE WITNESS: Improves pharmacy 21 processing, or keeps us compliant. So it could 22 be a state regulation, a federal regulation, 23 that requires us to do something different. 24 And I have a team of people that make sure we 25 do that correctly.</p>	<p style="text-align: right;">Page 24</p> <p>1 defining formularies; is that right? 2 A Correct. 3 Q What does that mean? 4 A That means that my team works with 5 Express Scripts as a collaborative effort to 6 determine which drugs should be on our formularies, 7 which drugs should have utilization management 8 applied to them, what tier they should be on, and 9 really just compile that formulary on an annual 10 basis. 11 Q Prior to your current role at Emblem, 12 what was your previous role? 13 A Previously, I was vice president of 14 pharmacy operations. It was effectively the job 15 that I have today, but it did not include formulary 16 or utilization management. 17 Q Can you explain what "utilization 18 management" means? 19 A Utilization management is a tool that 20 is used by most insurance plans that ensures that 21 the member is getting the right drug at right time 22 for the right condition. 23 So prior authorization is one where we 24 might have a requirement for safety purposes to make 25 sure that the number really does meet the criteria</p>
<p style="text-align: right;">Page 23</p> <p>1 BY MS. ANDRAS: 2 Q I think you used an acronym. Did you 3 say COB when you were -- 4 A Yeah, coordination. 5 THE COURT REPORTER: Coordination... 6 THE WITNESS: Of benefits. 7 THE COURT REPORTER: Okay. Thank you. 8 BY MS. ANDRAS: 9 Q These IT projects that you have been 10 working on and overseeing, do those include claims 11 level data for Medicare plans? 12 A Sometimes, yes. 13 Q Have there been any major migrations 14 or major overhauls of the systems that you have used 15 on the Emblem or ConnectiCare with regard to claims 16 data for Medicare? 17 MR. WHORTON: Objection, scope. 18 THE WITNESS: Not recently, no. 19 BY MS. ANDRAS: 20 Q Do you know when the last time there 21 was a major migration or IT change that could affect 22 that data? 23 A January of 2020. 24 Q Okay. You also discussed, as part of 25 your responsibilities, that you are responsible for</p>	<p style="text-align: right;">Page 25</p> <p>1 that the drugs should be used for. 2 Others are -- 3 THE COURT REPORTER: I'm sorry. 4 Others are what? 5 THE WITNESS: Step therapy and 6 quantity limits. 7 BY MS. ANDRAS: 8 Q Is there also a component to analyzing 9 pricing as part of the utilization management? 10 A Step therapy is related to pricing in 11 that you might want the member to take a lower cost, 12 equally effective drug first before going to a 13 higher cost drug. 14 Q Step therapy then often encourages 15 members to take a generic over a brand-name drug; is 16 that fair? 17 MR. WHORTON: Objection. 18 THE WITNESS: Correct. 19 BY MS. ANDRAS: 20 Q Okay. Prior to your job at Emblem, 21 where did you work prior to that? 22 A Express Scripts, by way of the Medco 23 acquisition. 24 Q How long did you work at 25 Express Scripts?</p>

<p style="text-align: right;">Page 26</p> <p>1 A 23 years.</p> <p>2 Q And what was your title when you left</p> <p>3 Express Scripts?</p> <p>4 A Vice president of Medicaid.</p> <p>5 Q What were your job responsibilities as</p> <p>6 vice president of Medicaid at Express Scripts?</p> <p>7 A That was a fun job.</p> <p>8 So sales and marketing of the</p> <p>9 products, the Express Scripts products. I had a</p> <p>10 team of people who, operationally, were responsible</p> <p>11 for implementing new clients.</p> <p>12 Modifying capabilities based upon</p> <p>13 regulation changes in each of the states that we</p> <p>14 worked in, which is about 23 or 24 states, at the</p> <p>15 time. We submitted encounters to each of those</p> <p>16 states, an encounter is a filed claim essentially,</p> <p>17 submitted that to the states on behalf of our</p> <p>18 clients. And essentially advised our clients on,</p> <p>19 you know, how to -- different ways they can</p> <p>20 configure their product for greater competitiveness</p> <p>21 in their market.</p> <p>22 Q When you were at Express Scripts, did</p> <p>23 you work with Emblem or ConnectiCare?</p> <p>24 A I did -- well, yeah, I guess I did</p> <p>25 work with ConnectiCare, but mostly Emblem.</p>	<p style="text-align: right;">Page 28</p> <p>1 THE COURT REPORTER: From what</p> <p>2 college?</p> <p>3 THE WITNESS: Gettysburg College.</p> <p>4 THE COURT REPORTER: Thank you.</p> <p>5 BY MS. ANDRAS:</p> <p>6 Q And you're -- so you're not a</p> <p>7 pharmacist?</p> <p>8 A I'm not.</p> <p>9 Q Are people in your role typically</p> <p>10 pharmacists?</p> <p>11 A Yes.</p> <p>12 MR. WHORTON: Object to form.</p> <p>13 BY MS. ANDRAS:</p> <p>14 Q All right. I want to go into talking</p> <p>15 about the characteristics of the Emblem and</p> <p>16 ConnectiCare health plans and just general services</p> <p>17 that they offer to their members.</p> <p>18 So as a professional matter, what's</p> <p>19 the corporate relationship between Emblem Health and</p> <p>20 ConnectiCare?</p> <p>21 A Gosh. Don't know if maybe</p> <p>22 ConnectiCare is a subsidiary of. I don't know</p> <p>23 honestly. I have never thought about it.</p> <p>24 Q Okay. I'm definitely asking you to</p> <p>25 not speculate, so if you don't know --</p>
<p style="text-align: right;">Page 27</p> <p>1 Q And how long would you say that you</p> <p>2 had that working relationship with Emblem and/or</p> <p>3 ConnectiCare when you were at Express Scripts?</p> <p>4 A Off and on, over 6 years.</p> <p>5 Q When you started at Express Scripts, I</p> <p>6 guess, 23 years prior to leaving as VP of Medicaid,</p> <p>7 what was your initial job title?</p> <p>8 A Director of human resources.</p> <p>9 Q Okay. And then where did you work</p> <p>10 prior to Express Scripts?</p> <p>11 A Oh, gosh. I think I would have been</p> <p>12 at the New York Stock Exchange right before that.</p> <p>13 We're going back a really long time.</p> <p>14 Q Did you work at any health plan or any</p> <p>15 pharmacy benefit manager prior to your work at</p> <p>16 Express Scripts?</p> <p>17 A No. Well, just Medco because Medco</p> <p>18 became Express Scripts.</p> <p>19 Q That makes it a lot easier. That's</p> <p>20 all I'm really asking for.</p> <p>21 A Okay. All right.</p> <p>22 Q And what's your educational</p> <p>23 background?</p> <p>24 A I've got a degree in psychology</p> <p>25 from --</p>	<p style="text-align: right;">Page 29</p> <p>1 A I don't know, yeah.</p> <p>2 Q But in your role now, you support both</p> <p>3 Emblem Health and ConnectiCare operations?</p> <p>4 A Correct.</p> <p>5 Q Okay. Do you know if they share --</p> <p>6 both entities share any other administrative</p> <p>7 services?</p> <p>8 A Yes.</p> <p>9 Q Which ones?</p> <p>10 A The organization is essentially</p> <p>11 Enterprise, so any supporting function within the</p> <p>12 organization supports both companies.</p> <p>13 Q Are there other companies within that</p> <p>14 umbrella that are also part of the Emblem Health</p> <p>15 umbrella, for lack of a better term?</p> <p>16 A I don't think so.</p> <p>17 Q Okay. And where is Emblem Health</p> <p>18 based?</p> <p>19 A 55 Water Street.</p> <p>20 Q And that's in New York?</p> <p>21 A In New York.</p> <p>22 Q Where is ConnectiCare based?</p> <p>23 A Farmington, Connecticut.</p> <p>24 Q And do you know which operations of</p> <p>25 ConnectiCare are in Connecticut?</p>

CONFIDENTIAL

<p style="text-align: right;">Page 30</p> <p>1 A Well, I have some people in 2 Connecticut. So there are pharmacy people there, 3 and there's customer service. There's the provider 4 network management team. There's quality. There's 5 utilization management. There's care management. 6 Q Do you know where any payments would 7 be made from? 8 MR. WHORTON: Objection. 9 THE WITNESS: I don't. 10 BY MS. ANDRAS: 11 Q Do you know where the finance team 12 would sit for ConnectiCare? 13 MR. WHORTON: Objection, vague. 14 THE WITNESS: Probably some of them in 15 Connecticut. 16 BY MS. ANDRAS: 17 Q You don't know for sure? 18 A I don't. 19 Q Okay. Are there any other states 20 where either Emblem or ConnectiCare have their 21 business operations? 22 A Physical, like sites? 23 Q Yes. 24 A No, there are none. 25 Q No offices in New Jersey or</p>	<p style="text-align: right;">Page 32</p> <p>1 A Yes. 2 MR. WHORTON: Form. 3 BY MS. ANDRAS: 4 Q Okay. And so can you explain, then, 5 how many lines of business that Emblem offers? 6 A I'm counting in my head. About eight. 7 Q Eight. 8 Do you know the names of those? 9 A Medicare MAPD, PDP -- 10 THE COURT REPORTER: Your acronyms are 11 just a little muddled. Medicare MAPD? 12 THE WITNESS: Yeah. Medicare 13 Advantage Prescription Drug Plan. It's a 14 combined ABCD plan. 15 We have a Medicare PDP, which is a 16 prescription drug only. We have our Medicaid 17 plan for New York State. We've got a large 18 group commercial in New York, large group 19 commercial in Connecticut, small group in each 20 state as well, separate plans. 21 And then we have our exchange plans in 22 New York, exchange in Connecticut, individual 23 on and off exchange in both states, and we have 24 a HARP plan in New York and a CHP plan. So I 25 don't -- maybe that's 8, maybe that's 10. I</p>
<p style="text-align: right;">Page 31</p> <p>1 Pennsylvania? 2 A Not that I know of. 3 Q Okay. How many plans does 4 Emblem offer? 5 MR. WHORTON: Objection to form. 6 THE WITNESS: A lot. 7 BY MS. ANDRAS: 8 Q Do you have a ballpark number? 9 A No. 10 Q Are we talking over 100? Is there a 11 range that you might estimate? 12 A Well, can you define "plan"? 13 Q Sure. I mean, right now I'm talking 14 about any type of health plan, so commercial, you 15 know, Medicare, Medicaid, just separate types of 16 plans that would be offered. Does that make it more 17 or less clear? 18 A So, like, in Medicare, we have our MA 19 plan, but within our MA plan there is variation 20 amongst them. So I don't know for certain. If you 21 want a ballpark from me, I'm going to say about 20. 22 Q Okay. Would it be more accurate to 23 describe, I guess, instead of talking about it in 24 terms of number of plans, to talk about it in terms 25 of lines of business?</p>	<p style="text-align: right;">Page 33</p> <p>1 don't know. 2 Q You refer to the exchange, that's the 3 Affordable Care Act Exchange; is that right? 4 A Correct. 5 Q And then the second-to-last one you 6 said was a CHP plan? 7 A CHP, Child Health Plus. 8 THE COURT REPORTER: Child Health 9 Plus? 10 THE WITNESS: Correct. 11 BY MS. ANDRAS: 12 Q What was the last plan, the last item 13 of business? 14 A I think I said CHP last. 15 Q That was the last? 16 A Yes. 17 Q Okay. So I have individual -- on and 18 off in the exchange and then CHP plan? 19 A Right. 20 Q Okay. So within these lines of 21 business, there are multiple and different plans; is 22 that accurate? 23 A Correct. 24 Q Okay. So if you have, say, under the 25 commercial plan, you might have employer groups, you</p>

9 (Pages 30 - 33)

<p style="text-align: right;">Page 34</p> <p>1 might have 100 employer groups that fall within that</p> <p>2 line of business; is that fair?</p> <p>3 A Correct.</p> <p>4 Q Okay. Which is why it's hard to</p> <p>5 quantify the number of plans; is that right?</p> <p>6 A Exactly. Yes.</p> <p>7 Q Okay. What's the largest line of</p> <p>8 business that Emblem has?</p> <p>9 A Define "large."</p> <p>10 Q Let me -- let me also back up. If I'm</p> <p>11 saying "Emblem," do you understand that to also</p> <p>12 encompass ConnectiCare when you're talking about</p> <p>13 things?</p> <p>14 A Yes.</p> <p>15 Q Okay. So I'll probably refer to</p> <p>16 Emblem to include both. If there's a different</p> <p>17 answer, you know, please let me know if it's</p> <p>18 different as between the two entities. But for our</p> <p>19 purposes, I'm usually going to assume that we're</p> <p>20 talking about them collectively if that works for</p> <p>21 you.</p> <p>22 A Yes.</p> <p>23 Q Okay. All right. So, yeah, what is</p> <p>24 the largest line of business that either Emblem or</p> <p>25 ConnectiCare has?</p>	<p style="text-align: right;">Page 36</p> <p>1 the same number of lines of business since 2012?</p> <p>2 A To my knowledge, yes.</p> <p>3 Q Okay. In terms of membership numbers,</p> <p>4 what has been the overall trend since 2012 to now?</p> <p>5 A I don't know from -- I don't know what</p> <p>6 the size was prior to my getting here.</p> <p>7 Q Okay. Well, since you have been at</p> <p>8 Emblem, how has the membership overall grown or</p> <p>9 shrunk or stayed the same?</p> <p>10 A It's been about the same.</p> <p>11 Q Okay. You don't recall any</p> <p>12 significant particular line of business with an up</p> <p>13 or down swing since your time at Emblem?</p> <p>14 A No, nothing significant.</p> <p>15 Q Okay. And according to</p> <p>16 Emblem's website, Emblem serves multiple,</p> <p>17 different -- different kinds of members, correct?</p> <p>18 A How do we define "kind"?</p> <p>19 Q Well, say, the categories of plans, I</p> <p>20 would say, the employer sponsored, the large group,</p> <p>21 small group and labor unions; is that correct?</p> <p>22 A Correct.</p> <p>23 Q Would labor unions fall within one of</p> <p>24 those lines of business that we just discussed, or</p> <p>25 is that a separate category?</p>
<p style="text-align: right;">Page 35</p> <p>1 A How do we define "large"?</p> <p>2 Q In terms of number of members.</p> <p>3 A Okay. So it would be Emblem --</p> <p>4 THE COURT REPORTER: Emblem Health...</p> <p>5 THE WITNESS: Commercial.</p> <p>6 THE COURT REPORTER: Thank you.</p> <p>7 BY MS. ANDRAS:</p> <p>8 Q What about in terms of dollar amounts,</p> <p>9 what's the largest?</p> <p>10 A I don't know.</p> <p>11 Q Okay. What other metrics do you use</p> <p>12 internally to compare size of the share of business</p> <p>13 that you select a business?</p> <p>14 MR. WHORTON: Objection.</p> <p>15 THE WITNESS: Generally, number of</p> <p>16 lives.</p> <p>17 BY MS. ANDRAS:</p> <p>18 Q Numbers, what was that?</p> <p>19 A Lives, members.</p> <p>20 Q What is the smallest number of</p> <p>21 members, which line of business?</p> <p>22 A Probably our exchange plan in</p> <p>23 New York.</p> <p>24 Q Okay. And do you know if</p> <p>25 Emblem Health and/or ConnectiCare have had roughly</p>	<p style="text-align: right;">Page 37</p> <p>1 A Commercial. Commercial. And, you</p> <p>2 know, specifically under the City of New York area.</p> <p>3 Q You also -- Emblem also offers</p> <p>4 individual and family plans, correct?</p> <p>5 A Correct.</p> <p>6 Q And then the Medicare and Medicaid</p> <p>7 plans; is that right?</p> <p>8 A Correct.</p> <p>9 Q And for SNP plans, do you have an</p> <p>10 understanding of what those are?</p> <p>11 A SNP, special needs?</p> <p>12 Q Yup.</p> <p>13 A Yes.</p> <p>14 Q Okay. And the special need plans, do</p> <p>15 those fall under the Medicare umbrella?</p> <p>16 A Yes.</p> <p>17 Q Okay. And you also the mentioned</p> <p>18 MADP, right, which is the combined --</p> <p>19 A PD, yes.</p> <p>20 Q What was that?</p> <p>21 A PD, MAPD, yup.</p> <p>22 Q And you said that was a combined ABCD</p> <p>23 plan; is that right?</p> <p>24 A Right.</p> <p>25 Q So when you refer to Medicare, does</p>

<p style="text-align: right;">Page 38</p> <p>1 that refer to -- like, generally, when we're talking</p> <p>2 about Medicare, does that refer to Part C plans</p> <p>3 which encompass the Part D component?</p> <p>4 A Medicare -- when I speak of Medicare,</p> <p>5 I'm either speaking of the Medicare plan that is</p> <p>6 Part C, so they -- A plus B equals C, right, and a D</p> <p>7 plan, right, that they are -- they are separate. I</p> <p>8 mean, it's combined into one plan, but they're</p> <p>9 really different structures, if you will.</p> <p>10 Q Okay.</p> <p>11 A Or it is simply the prescription drug</p> <p>12 only plan.</p> <p>13 Q So for purposes of Medicare, even if</p> <p>14 it's considered a Part C plan, the Part D component</p> <p>15 is considered Part D; is that fair?</p> <p>16 A Correct.</p> <p>17 Q Okay. And Emblem Health also has the</p> <p>18 standalone Part D plans that are referred to as PDP</p> <p>19 plans, correct?</p> <p>20 A Correct. Yup.</p> <p>21 Q So for the various types of members</p> <p>22 that Emblem Health provides services for that we</p> <p>23 just discussed, the small group, large group,</p> <p>24 individual, families and Medicare plans, what types</p> <p>25 of services does Emblem Health offer?</p>	<p style="text-align: right;">Page 40</p> <p>1 understanding is of the self-funded plans?</p> <p>2 A It's really just a different financial</p> <p>3 sort of -- of an arrangement, in that -- so, for</p> <p>4 example, when a claim is paid, they actually pay it.</p> <p>5 So we pay it, but they pay us for it. Whereas in a</p> <p>6 fully-insured plan, we pay it, and any risk is</p> <p>7 offset by the premium that the organization</p> <p>8 provides.</p> <p>9 Q Okay. So you used the word "they" a</p> <p>10 few times in that answer, so just so the record is</p> <p>11 clear, who are you referring to?</p> <p>12 A "They" would be the client, so</p> <p>13 whatever the -- the group health plan is.</p> <p>14 Q Okay. So in terms of the actual</p> <p>15 process of a claims process for a prescription drug,</p> <p>16 can you explain what that would look like from the</p> <p>17 point of sale to payment by the employer or plan</p> <p>18 sponsor?</p> <p>19 A Sure. So in a -- in a --</p> <p>20 THE COURT REPORTER: Was there an</p> <p>21 objection? I'm sorry. Was there an objection?</p> <p>22 MR. WHORTON: Vague.</p> <p>23 THE COURT REPORTER: Thank you.</p> <p>24 THE WITNESS: Is that for an AFO</p> <p>25 client prescription plan?</p>
<p style="text-align: right;">Page 39</p> <p>1 MR. WHORTON: Object to form.</p> <p>2 THE WITNESS: Outside of pharmacy?</p> <p>3 BY MS. ANDRAS:</p> <p>4 Q Well, for example, does Emblem provide</p> <p>5 administrative-services-only arrangements to some of</p> <p>6 its members?</p> <p>7 A If -- are you asking do we have plans</p> <p>8 that are ASO plans?</p> <p>9 Q Yes.</p> <p>10 A Yes. We do have some plans that are</p> <p>11 ASO, yes.</p> <p>12 Q And can you explain what those ASO</p> <p>13 plans entail?</p> <p>14 A Not in great detail.</p> <p>15 Q And what's your general understanding</p> <p>16 of an ASO plan?</p> <p>17 MR. WHORTON: Objection.</p> <p>18 THE WITNESS: Essentially, they are</p> <p>19 self-funded. They are not fully insured by us.</p> <p>20 They take financial risk.</p> <p>21 BY MS. ANDRAS:</p> <p>22 Q Okay. And that's a good place for us</p> <p>23 to also talk about those differences in the plans</p> <p>24 offered, as well, for your members.</p> <p>25 Can you explain what your</p>	<p style="text-align: right;">Page 41</p> <p>1 BY MS. ANDRAS:</p> <p>2 Q Yes.</p> <p>3 A Okay. Yes. So at point of sale,</p> <p>4 member goes to the pharmacy. The pharmacy sells the</p> <p>5 drug. The claim is actually sent to</p> <p>6 Express Scripts. Express Scripts pays it.</p> <p>7 Express Scripts bills us on a weekly basis. We pay</p> <p>8 Express Scripts, and then the ASO client, we -- we</p> <p>9 pass the invoice to the ASO client to reimburse us.</p> <p>10 Q So Emblem actually makes the payment</p> <p>11 to Express Scripts prior to receiving the payment</p> <p>12 from the actual plan sponsor on those claims?</p> <p>13 A That's my understanding.</p> <p>14 Q Okay. And for the ASO services, do --</p> <p>15 are those limited to a particular line of business?</p> <p>16 A They're in our commercial book only.</p> <p>17 Q Okay. Has that always been true?</p> <p>18 A To the best of my knowledge, yes.</p> <p>19 Q Okay. So to the best of your</p> <p>20 knowledge, none of the Medicare plans that Emblem or</p> <p>21 ConnectiCare offered have involved self-funded</p> <p>22 plans?</p> <p>23 A That's my understanding.</p> <p>24 Q Okay. So as opposed to the</p> <p>25 self-funded plans, the corollary of that is the</p>

CONFIDENTIAL

<p style="text-align: right;">Page 42</p> <p>1 fully insured plans, correct?</p> <p>2 A Correct.</p> <p>3 Q And can you explain what your</p> <p>4 understanding is of a fully insured plan?</p> <p>5 A Yes. So essentially, Emblem takes a</p> <p>6 financial risk. There is a premium that is</p> <p>7 calculated that is to mitigate that risk, and we</p> <p>8 receive premium payments from the entity. And we</p> <p>9 process claims, and we pay for those claims.</p> <p>10 Q Is it possible to have an ASO</p> <p>11 arrangement for a fully insured plan?</p> <p>12 A No, I don't think so.</p> <p>13 Q Approximately how many members does</p> <p>14 Emblem serve across all of its lines of business?</p> <p>15 A I think about 3 million.</p> <p>16 Q A lot of people.</p> <p>17 How many are -- of those are</p> <p>18 individual or family plans?</p> <p>19 A Don't know.</p> <p>20 Q Okay. Do you know how -- what</p> <p>21 percentage or how many of those people are in fully</p> <p>22 insured groups?</p> <p>23 A I don't.</p> <p>24 Q Do you know how many are in</p> <p>25 self-funded groups?</p>	<p style="text-align: right;">Page 44</p> <p>1 Q What's a fixed funding solution plan?</p> <p>2 A I don't know.</p> <p>3 Q Okay. Are you familiar with the</p> <p>4 Connecticut Business and Industry Association plan?</p> <p>5 A I believe we have referred to them as</p> <p>6 CBIA. I don't know any detail --</p> <p>7 THE COURT REPORTER: I'm sorry. You</p> <p>8 don't know what?</p> <p>9 THE WITNESS: Any detail associated</p> <p>10 with them.</p> <p>11 BY MS. ANDRAS:</p> <p>12 Q Okay. So you aren't aware of whether</p> <p>13 they are one of the fixed funding solution plans?</p> <p>14 A I don't know.</p> <p>15 Q Do all of the health insurance plans</p> <p>16 offered by Emblem include prescription drug</p> <p>17 coverage?</p> <p>18 A No.</p> <p>19 Q Which ones do not include prescription</p> <p>20 drug coverage?</p> <p>21 A We have a -- City of New York has some</p> <p>22 areas where they do not have prescription drug</p> <p>23 coverage, I believe.</p> <p>24 Q And the City of New York would be one</p> <p>25 of the commercial lines?</p>
<p style="text-align: right;">Page 43</p> <p>1 A No.</p> <p>2 Q Do you know how many Medicare members?</p> <p>3 [REDACTED]</p> <p>4 [REDACTED]</p> <p>5 Q And that's across all lines of</p> <p>6 business?</p> <p>7 A Across all Medicare lines, yes.</p> <p>8 Q Okay. Has that number changed over</p> <p>9 time?</p> <p>10 A Stayed about the same.</p> <p>11 Q And is that just about the same since</p> <p>12 you joined Emblem, or do you have knowledge about</p> <p>13 the membership prior to your joining Emblem in 2018?</p> <p>14 A I do not have knowledge prior to.</p> <p>15 Q Okay. For employer sponsored groups,</p> <p>16 according to ConnectiCare's website they offer</p> <p>17 health insurance plans for three different types of</p> <p>18 funding arrangements, which includes fixed funding</p> <p>19 solutions, level-funded plans, fully-insured plans</p> <p>20 and the ASO arrangements; is that right?</p> <p>21 A I am not really familiar with that,</p> <p>22 no.</p> <p>23 Q Okay. We just discussed fully-insured</p> <p>24 plans and the ASO arrangements, correct?</p> <p>25 A Yes, uh-huh.</p>	<p style="text-align: right;">Page 45</p> <p>1 A Yes.</p> <p>2 Q Okay. Do you -- does Emblem offer any</p> <p>3 Part A -- Medicare Part A and Part B Plan only?</p> <p>4 A Yes, we have a Part B only.</p> <p>5 Q Do you know what that line of business</p> <p>6 or plan would be called?</p> <p>7 A No. I think we call it Medicare</p> <p>8 Part B only.</p> <p>9 Q Okay. And approximately -- when you</p> <p>10 give the number of members for Emblem, does that</p> <p>11 include the number of members that ConnectiCare</p> <p>12 serves?</p> <p>13 A Yes.</p> <p>14 Q Do you know how many members only</p> <p>15 ConnectiCare serves?</p> <p>16 A For all lines of business?</p> <p>17 Q Yes.</p> <p>18 A Roughly 500,000.</p> <p>19 Q And how many of those numbers fall</p> <p>20 under the Medicare plan?</p> <p>21 A About 50,000.</p> <p>22 Q Has that changed over time?</p> <p>23 A Yes, the D-SNP plan has grown.</p> <p>24 THE COURT REPORTER: The what plan?</p> <p>25 THE WITNESS: D-SNP, dual special</p>

<p style="text-align: right;">Page 46</p> <p>1 needs plan.</p> <p>2 BY MS. ANDRAS:</p> <p>3 Q Can you explain what the D-SNP plan</p> <p>4 is?</p> <p>5 MR. WHORTON: Objection, scope.</p> <p>6 THE WITNESS: D-SNP is members who are</p> <p>7 both Medicare and Medicaid eligible, and they</p> <p>8 are generally --</p> <p>9 THE COURT REPORTER: And they're</p> <p>10 generally what?</p> <p>11 THE WITNESS: Sicker than the general</p> <p>12 population, so special needs.</p> <p>13 BY MS. ANDRAS:</p> <p>14 Q Is the Medicare reimbursement or</p> <p>15 subsidies higher for the special needs plan than a</p> <p>16 typical Medicare plan?</p> <p>17 MR. WHORTON: Object to form.</p> <p>18 THE WITNESS: I don't know.</p> <p>19 BY MS. ANDRAS:</p> <p>20 Q Going back to the topic of the process</p> <p>21 for the self-insured plans, for those plans, how</p> <p>22 often does Emblem or ConnectiCare invoice for</p> <p>23 payments that they have made on behalf of those</p> <p>24 members?</p> <p>25 A I don't know.</p>	<p style="text-align: right;">Page 48</p> <p>1 that passed onto the plan sponsor to pay in a</p> <p>2 fully-insured plan?</p> <p>3 A I can't say with confidence, no.</p> <p>4 Q I meant a self-funded plan.</p> <p>5 A I can't say with confidence.</p> <p>6 Q Okay. Does Emblem receive direct</p> <p>7 subsidies from Medicare for the beneficiaries of the</p> <p>8 Part D plans?</p> <p>9 MR. WHORTON: Object to form.</p> <p>10 THE WITNESS: In some cases, yes.</p> <p>11 BY MS. ANDRAS:</p> <p>12 Q Can you explain that a little more?</p> <p>13 A So a low-income member would get</p> <p>14 direct subsidies from CMS to offset the premium.</p> <p>15 Q Is that premium received on a monthly</p> <p>16 basis?</p> <p>17 A I don't know the schedule.</p> <p>18 Q Is that premium -- or is that subsidy</p> <p>19 tied to actual claims, or is it paid ahead of time?</p> <p>20 A That is paid -- it is not tied to</p> <p>21 claims. I don't know the timing of the payment.</p> <p>22 Q And what's your understanding of how</p> <p>23 that amount of the subsidy is calculated?</p> <p>24 A Per individual or per claim?</p> <p>25 Q Either, if it's different.</p>
<p style="text-align: right;">Page 47</p> <p>1 Q Okay. So Express Scripts will invoice</p> <p>2 Emblem weekly for those claims, though, correct?</p> <p>3 A Correct. Correct.</p> <p>4 Q You don't know what the payment terms</p> <p>5 are in terms of timing and invoicing on your end?</p> <p>6 A I imagine it's based upon how the</p> <p>7 client contracted with Emblem. I don't have that</p> <p>8 detail.</p> <p>9 Q Okay. Is that something that's</p> <p>10 variable, then, across the particular agreements</p> <p>11 with the PBM?</p> <p>12 A I don't know. Well, no. We have the</p> <p>13 agreement with the PBM. So we -- we are billed</p> <p>14 weekly. That I can speak to. I can't speak to --</p> <p>15 you're asking about the ASO plans. I can't speak to</p> <p>16 how we bill them. I don't know.</p> <p>17 Q Okay. Under the self-insured plans,</p> <p>18 Emblem and ConnectiCare is not actually incurring</p> <p>19 any costs for the payments of those prescriptions,</p> <p>20 correct?</p> <p>21 A I don't -- I'm not an insurance</p> <p>22 expert, I'm a pharmacy expert.</p> <p>23 Q Okay. So you don't have an</p> <p>24 understanding of whether the entire prescription</p> <p>25 costs that Emblem or ConnectiCare is charged, is</p>	<p style="text-align: right;">Page 49</p> <p>1 A I don't know the formula CMS uses on</p> <p>2 its per individual basis. I do know on a per claim</p> <p>3 basis that the -- the PDE, prescription drug event,</p> <p>4 is reimbursed at varying levels from CML.</p> <p>5 Q Okay. And I guess -- I want to make</p> <p>6 sure we have our terminology straight here.</p> <p>7 When we're talking about a subsidy,</p> <p>8 that's something that I'm referring to as being paid</p> <p>9 ahead of time. It's not tied to claims.</p> <p>10 A Okay.</p> <p>11 Q And you just used the term</p> <p>12 "reimbursement." So I just want to make sure we're</p> <p>13 being clear. When I -- when I hear you say the word</p> <p>14 "reimbursement," that makes me think a payment has</p> <p>15 been made -- and there's a payment made to reimburse</p> <p>16 the amount, after the fact, that's already made?</p> <p>17 A Yes.</p> <p>18 Q Does that make sense?</p> <p>19 A Yes.</p> <p>20 Q So when we're talking about the</p> <p>21 low-income member payments from the government, is</p> <p>22 that a subsidy or a reimbursement?</p> <p>23 A It's both.</p> <p>24 Q Both. Okay.</p> <p>25 And you also used the term "PDE"?</p>

<p style="text-align: right;">Page 50</p> <p>1 A Uh-huh.</p> <p>2 Q What -- what is that term? Is that a</p> <p>3 term of art used in industry?</p> <p>4 A Yes. It's a prescription drug event.</p> <p>5 It is essentially the record of a claim that was</p> <p>6 paid that is submitted to CMS.</p> <p>7 THE COURT REPORTER: CML?</p> <p>8 THE WITNESS: PDE, prescription drug</p> <p>9 event, and CMS, Centers for Medicare and</p> <p>10 Medicaid Services.</p> <p>11 THE COURT REPORTER: Just for clarity,</p> <p>12 C as in cat, M as in Mike, L as in Larry?</p> <p>13 THE WITNESS: S as in Samantha.</p> <p>14 MS. ANDRAS: M as in Marie.</p> <p>15 THE WITNESS: Right.</p> <p>16 MS. ANDRAS: CMS.</p> <p>17 THE WITNESS: So Centers for Medicare</p> <p>18 and Medicare Services is what it stands for.</p> <p>19 THE COURT REPORTER: Thank you.</p> <p>20 BY MS. ANDRAS:</p> <p>21 Q Are the subsidies and reimbursements</p> <p>22 from the government for Medicare intended to cover a</p> <p>23 large portion of prescription drug costs?</p> <p>24 MR. WHORTON: Object to form.</p> <p>25 THE WITNESS: Define "large."</p>	<p style="text-align: right;">Page 52</p> <p>1 well. It reduces the number of the cost share.</p> <p>2 Q Okay. So the other type of payer</p> <p>3 would be a party or a plan separate from Emblem?</p> <p>4 A Yes.</p> <p>5 Q Okay. So it could be up to, you know,</p> <p>6 at least, you know, three: From the government,</p> <p>7 Emblem, and then if there's supplemental coverage,</p> <p>8 three different payers associated with any</p> <p>9 particular claim?</p> <p>10 A There could be.</p> <p>11 Q And is that something that you see</p> <p>12 typically across Medicare plans?</p> <p>13 MR. WHORTON: Object to form.</p> <p>14 THE WITNESS: It does happen in</p> <p>15 Medicare. Three is not typical.</p> <p>16 BY MS. ANDRAS:</p> <p>17 Q Okay. But it's possible, correct?</p> <p>18 A It is possible, uh-huh.</p> <p>19 Q And you also mentioned that the amount</p> <p>20 that the government covers for -- or portion of the</p> <p>21 prescription drug cost varies depending on the stage</p> <p>22 of coverage; is that right?</p> <p>23 A Correct.</p> <p>24 Q Can you explain the various stages of</p> <p>25 Medicare coverage?</p>
<p style="text-align: right;">Page 51</p> <p>1 BY MS. ANDRAS:</p> <p>2 Q Are they intended to cover any</p> <p>3 proportion, I guess, of prescription drug costs?</p> <p>4 A Yes.</p> <p>5 Q And do you have an understanding of</p> <p>6 what percentage or amounts that they cover?</p> <p>7 A It varies.</p> <p>8 Q It varies depending upon which</p> <p>9 factors?</p> <p>10 A The state of the benefit that the</p> <p>11 claim is processed in, the low-income status</p> <p>12 member -- low-income status of the member, existence</p> <p>13 of other payers on the claim, the types of other</p> <p>14 payers on the claim. There's a lot of variation.</p> <p>15 Q What other payers would be paid on a</p> <p>16 claim?</p> <p>17 A If you have a commercial plan, if you</p> <p>18 have a state-funded plan. So, like, for instance,</p> <p>19 in New York, there's a plan called Epic, and you can</p> <p>20 get supplemental support if you're -- if you qualify</p> <p>21 for Epic. And if we process a claim, and your</p> <p>22 primary is Emblem, and then you've got a -- it's not</p> <p>23 really a secondary payer. It's a supplemental</p> <p>24 payer. With Epic, we process a claim first through</p> <p>25 Emblem, and then a portion of it goes to Epic as</p>	<p style="text-align: right;">Page 53</p> <p>1 A Sure. There's the deductible stage</p> <p>2 where the member pays 100 percent of everything.</p> <p>3 Then there is the initial coverage stage where, you</p> <p>4 know -- in a -- in a standard plan, the member is</p> <p>5 paying 25 percent. In a nonstandard plan, it's</p> <p>6 usually co-pay which is our how our plans are set</p> <p>7 up. Then there is the coverage gap, which has</p> <p>8 recently been closed and is now 25 percent for</p> <p>9 both --</p> <p>10 THE COURT REPORTER: For both what?</p> <p>11 THE WITNESS: Brand and generic drugs</p> <p>12 in the coverage gap, they are both 25 percent.</p> <p>13 And there's a catastrophic stage, which is the</p> <p>14 greater of a flat co-pay or 5 percent of the</p> <p>15 claim.</p> <p>16 BY MS. ANDRAS:</p> <p>17 Q Okay. Let's unpack that a little bit.</p> <p>18 When you're talking about the first initial coverage</p> <p>19 stage, the deductible stage, that's when members pay</p> <p>20 100 percent, correct?</p> <p>21 A Correct.</p> <p>22 Q And that's to a certain deductible</p> <p>23 amount?</p> <p>24 A Yes.</p> <p>25 Q Are there -- for Emblem or</p>

CONFIDENTIAL

<p style="text-align: right;">Page 54</p> <p>1 ConnectiCare's plans, do they have -- do they offer</p> <p>2 plans where there's no deductible at the initial</p> <p>3 coverage stage?</p> <p>4 MR. WHORTON: Object to form.</p> <p>5 THE WITNESS: I believe so.</p> <p>6 BY MS. ANDRAS:</p> <p>7 Q Do they also offer plans that do have</p> <p>8 a deductible in the initial coverage stage?</p> <p>9 A Yes.</p> <p>10 Q Are there variants as to the amount of</p> <p>11 the deductibles in the initial coverage stage when</p> <p>12 there is a deductible requirement?</p> <p>13 A Yes.</p> <p>14 Q For the second stage that is the --</p> <p>15 the initial coverage -- or what would you call the</p> <p>16 second stage again?</p> <p>17 A Initial coverage. The first stage is</p> <p>18 deductible.</p> <p>19 Q Okay. And then you talked about the</p> <p>20 standard and nonstandard co-pays or structure?</p> <p>21 A Right.</p> <p>22 Q Can you explain that a little bit</p> <p>23 more?</p> <p>24 A Sure. The CMS defines "standard" as a</p> <p>25 25 percent cost share. An MA plan does not need</p>	<p style="text-align: right;">Page 56</p> <p>1 A Oh, they vary. And I don't have them</p> <p>2 in my head.</p> <p>3 Q Does it -- does it vary within each</p> <p>4 plan, or does it vary depending on drug price?</p> <p>5 A Not drug price, no. It varies by</p> <p>6 plan.</p> <p>7 Q Okay. So I ask that because the --</p> <p>8 the variation on drug price would be a co-insurance</p> <p>9 term, is that right, as a percentage of?</p> <p>10 A Well, yeah. So you'd have a</p> <p>11 standard -- you would have a defined percentage for</p> <p>12 cost share, right, and the amount that the member</p> <p>13 would pay is based upon the price of the drug.</p> <p>14 Q So when you say "co-pay," do you mean</p> <p>15 like a flat co-pay, an amount that's set, or do you</p> <p>16 mean co-insurance as well?</p> <p>17 A No. I mean co-pay, flat amount.</p> <p>18 Q Okay. And for this coverage phase,</p> <p>19 does Emblem or ConnectiCare offer any plans where</p> <p>20 there's a co-insurance structure in the initial</p> <p>21 coverage phase?</p> <p>22 A I don't believe so.</p> <p>23 Q All right. The next phase is the</p> <p>24 coverage gap, correct?</p> <p>25 A Correct.</p>
<p style="text-align: right;">Page 55</p> <p>1 to -- or a PDP for that matter, you can be an</p> <p>2 alternative equivalent plan, and you can have a</p> <p>3 co-pay structure. And we generally have co-pay</p> <p>4 structures.</p> <p>5 Q So the 25 percent, that is talking</p> <p>6 about the member's share of the cost, correct?</p> <p>7 A Correct.</p> <p>8 Q Okay. So the other 75 percent in the</p> <p>9 initial coverage phase would be covered by Emblem or</p> <p>10 by Medicare?</p> <p>11 A By Emblem.</p> <p>12 Q Okay. Unless it was a self-funded</p> <p>13 plan, then that would be covered by the plan</p> <p>14 sponsor, correct?</p> <p>15 A We don't have any self-funded</p> <p>16 Medicare.</p> <p>17 Q Okay. But are you aware of whether</p> <p>18 other insurance companies or other plans might offer</p> <p>19 that type of plan?</p> <p>20 A In Medicare? No, I don't know.</p> <p>21 Q Okay. And for -- you know, you said</p> <p>22 that Emblem uses the nonstandard, which has a</p> <p>23 co-pay; is that right?</p> <p>24 A Yes.</p> <p>25 Q And generally, what are those co-pays?</p>	<p style="text-align: right;">Page 57</p> <p>1 Q And is it correct that once there's a</p> <p>2 total threshold of out-of-pocket spent, the member</p> <p>3 reaches the coverage gap?</p> <p>4 A There is a threshold that they need to</p> <p>5 hit, and that threshold changes every year.</p> <p>6 Q And once they reach that coverage gap,</p> <p>7 they have to pay what, 25 percent of any brand or</p> <p>8 generic drugs; is that right?</p> <p>9 A Correct. So in effect, in a, you</p> <p>10 know, CMS standard plan, the initial coverage stage</p> <p>11 and the coverage gap are one and the same now. And</p> <p>12 we refer to that as, you know, the coverage gap has</p> <p>13 been closed because the member is paying 25 percent.</p> <p>14 Q Until 2018 there was still a coverage</p> <p>15 gap, correct?</p> <p>16 A Sounds about right. I don't remember</p> <p>17 which year it finally closed.</p> <p>18 Q And once you get to the catastrophic</p> <p>19 phase, how does a member reach the quote/unquote</p> <p>20 catastrophic phase of coverage?</p> <p>21 A They have to hit a certain amount of</p> <p>22 out-of-pocket expenses. It's called TROOP, true</p> <p>23 out-of-pocket expenses.</p> <p>24 THE COURT REPORTER: T-R-I-P?</p> <p>25 THE WITNESS: T-R-O-O-P.</p>

15 (Pages 54 - 57)

<p style="text-align: right;">Page 58</p> <p>1 THE COURT REPORTER: Thank you.</p> <p>2 BY MS. ANDRAS:</p> <p>3 Q Once they hit TROOP, what's the cost</p> <p>4 sharing arrangement?</p> <p>5 A It is the greater of 5 percent of the</p> <p>6 cost of the drug or a flat co-pay as defined by CMS,</p> <p>7 which changes every year.</p> <p>8 Q In terms of what Emblem or</p> <p>9 ConnectiCare share of these costs at each of these</p> <p>10 phases, their cost changes because the member's</p> <p>11 responsibility percentage of the co-pay also changes</p> <p>12 during -- depending on the phase of coverage they're</p> <p>13 in; is that right?</p> <p>14 A Correct.</p> <p>15 Q Are the prices that Emblem pays to its</p> <p>16 PBM for a particular drug constant across all</p> <p>17 phases, or is there variability in the prices</p> <p>18 charged depending on the coverage phase?</p> <p>19 A The -- no, it does not -- it is not</p> <p>20 affected by the coverage phase for that plan.</p> <p>21 Q Okay. So if -- if your PBM is</p> <p>22 charging you \$100 for a particular drug, it costs</p> <p>23 \$100 to Emblem no matter what phase the member is</p> <p>24 in, correct?</p> <p>25 A Correct.</p>	<p style="text-align: right;">Page 60</p> <p>1 BY MS. ANDRAS:</p> <p>2 Q And is that referred to as a rebate in</p> <p>3 Medicare terms?</p> <p>4 A No. No.</p> <p>5 Q Is there another term that you use to</p> <p>6 talk about that -- what that payment is?</p> <p>7 A I just think of it as a reimbursement</p> <p>8 from CMS.</p> <p>9 Q Okay. And I think you said you</p> <p>10 weren't familiar with how often that happens,</p> <p>11 correct?</p> <p>12 A I -- I know that we submit the PDE to</p> <p>13 CMS every other week.</p> <p>14 Q Okay. And that is submitted on a</p> <p>15 claims level?</p> <p>16 A Yes.</p> <p>17 Q Is Medicare's determination of whether</p> <p>18 they accept that for reimbursement or not done on a</p> <p>19 claims level as well?</p> <p>20 A Correct.</p> <p>21 Q Okay. Do you know if when they make</p> <p>22 the payments, the reimbursements to Emblem or</p> <p>23 ConnectiCare, if those payments are allocated or</p> <p>24 accounted for in a claims level?</p> <p>25 MR. WHORTON: Object to form.</p>
<p style="text-align: right;">Page 59</p> <p>1 Q But Emblem may be paying less out of</p> <p>2 pocket depending on the cost-sharing arrangement</p> <p>3 with the -- with the member, right?</p> <p>4 A Correct.</p> <p>5 Q Does the portion that the government</p> <p>6 kicks in from Medicare and their reimbursement rate</p> <p>7 change depending on which phase of coverage the</p> <p>8 member is in?</p> <p>9 A Yes.</p> <p>10 Q And is that done on a claims level?</p> <p>11 A Yes.</p> <p>12 Q What is the process of that -- that</p> <p>13 true up or the accounting for that?</p> <p>14 MR. WHORTON: Object to form.</p> <p>15 THE WITNESS: It's -- it's called the</p> <p>16 prescription drug event. So there's</p> <p>17 essentially a report that goes to CMS every</p> <p>18 other week that informs CMS of each claim that</p> <p>19 was processed and does a bunch of very</p> <p>20 complicated calculations. And CMS then either</p> <p>21 accepts that data or not. And if they accept</p> <p>22 it, there is a reimbursement up to whatever,</p> <p>23 you know, regulatory allowed amount back to the</p> <p>24 plan.</p> <p>25</p>	<p style="text-align: right;">Page 61</p> <p>1 THE WITNESS: I don't know.</p> <p>2 BY MS. ANDRAS:</p> <p>3 Q You just don't know if it's just paid</p> <p>4 in a lump sum?</p> <p>5 A No.</p> <p>6 Q Okay. Do you know if anybody at</p> <p>7 Emblem or ConnectiCare attempts to track on a claims</p> <p>8 level the Medicare reimbursements or rebates that</p> <p>9 are maybe applied?</p> <p>10 MR. WHORTON: Object to the form.</p> <p>11 THE WITNESS: I know. You know, our</p> <p>12 actuary and our finance team tracks these</p> <p>13 things.</p> <p>14 BY MS. ANDRAS:</p> <p>15 Q Is that a shared service, the finance</p> <p>16 team, between Emblem and ConnectiCare?</p> <p>17 A I'm sorry. You broke up a bit. Could</p> <p>18 you say that again?</p> <p>19 Q Is that a shared service between</p> <p>20 Emblem and ConnectiCare, the finance team?</p> <p>21 A Yes.</p> <p>22 Q And who is the head of the finance</p> <p>23 team?</p> <p>24 A Heather Tamborino, our CFO.</p> <p>25 Q Okay. Does Emblem develop its annual</p>

CONFIDENTIAL

<p style="text-align: right;">Page 62</p> <p>1 Medicare bids based on estimates of its future 2 prescription drug spending? 3 A I know prescription drug spending 4 plays into the valuation of the bid. 5 Q Are you involved in that process of 6 preparing the bids on an annual basis? 7 A No. 8 Q Were you involved at that process when 9 you were at Express Scripts? 10 A No. 11 Q Is it fair to say that Medicare 12 payments cover at least some portion of a cost of 13 prescriptions of valsartan-containing drugs? 14 MR. WHORTON: Objection, form, vague. 15 THE WITNESS: Can you say that again? 16 BY MS. ANDRAS: 17 Q Is it fair to say that Medicare covers 18 at least some portion of the cost that Emblem or 19 ConnectiCare pay for prescriptions of 20 valsartan-containing drugs? 21 MR. WHORTON: Same objection. 22 THE WITNESS: If CMS accepted the PDE, 23 there was some level of reimbursement, yes. 24 BY MS. ANDRAS: 25 Q Okay. Does Emblem have its own plan</p>	<p style="text-align: right;">Page 64</p> <p>1 MR. WHORTON: Objection to the scope. 2 THE WITNESS: I don't know. 3 BY MS. ANDRAS: 4 Q Are you familiar with the name of that 5 entity? 6 A No. 7 Q Do either Emblem or ConnectiCare have 8 any contracts or agreements with any third-party 9 entities relating to the administration of its 10 plans? 11 MR. WHORTON: Object to the scope. 12 THE WITNESS: Meaning like the PBM 13 that processes our prescription drug claim? 14 BY MS. ANDRAS: 15 Q I guess outside of the PBM, like a 16 third-party claims administrator, for example? 17 A Not that I know of, no. 18 Q All that is done in-house? 19 A I -- I don't know. 20 Q Okay. Are all of Emblem's -- and I 21 mean Emblem specifically here, not the whole 22 umbrella. Are all Emblem customers residents of 23 New York? 24 MR. WHORTON: Objection, vague. 25 THE WITNESS: No, probably not.</p>
<p style="text-align: right;">Page 63</p> <p>1 for its employees? 2 A Yes. 3 Q Does it administer its own plan, 4 including claims processing? 5 A Yes. 6 Q And what about ConnectiCare? 7 A The same. 8 Q It has its own plan, or is it rolled 9 up into an Emblem plan? 10 A There's a couple of different plans 11 employees can choose from. So, I mean, I'm one 12 person. I can choose a ConnectiCare plan if that 13 suits me and vice versa. 14 Q Okay. Do you have to be a resident of 15 Connecticut to enroll in ConnectiCare? 16 A No, I don't think so. 17 Q Okay. And in terms of the different 18 lines of business, is Emblem's own plan considered 19 part of the commercial line, or where would that 20 fall, I guess in the -- 21 A The Emblem plan is commercial. The 22 Connecticut plan would be commercial as well. 23 Q Okay. And are those claims processed 24 through an entity called Emblem Health Services Co 25 LLC?</p>	<p style="text-align: right;">Page 65</p> <p>1 BY MS. ANDRAS: 2 Q Okay. Similarly, are all of 3 ConnectiCare's members residents of Connecticut? 4 A No. 5 MS. ANDRAS: We have been going a 6 little bit over an hour now. This is a good 7 time, before we get into the next set of 8 documents, to take a short break if that works. 9 THE WITNESS: That's great. 10 MS. ANDRAS: Let's take a five-minute 11 break. Does that work for everybody? 12 MR. WHORTON: Yes. 13 THE VIDEOGRAPHER: The time is now 14 10:11. This ends media unit number 1. We're 15 going off the record. 16 (Whereupon, a short break was taken.) 17 THE VIDEOGRAPHER: The time is now 18 10:22. This begins media unit number 2. We're 19 back on the record. 20 BY MS. ANDRAS: 21 Q All right, Ms. Finn. We're going to 22 continue talking about some of the different plans 23 and lines of business offered by Emblem and 24 ConnectiCare. 25 We were given a bunch of documents</p>

17 (Pages 62 - 65)

Page 66

1 that were produced in this litigation with an
 2 Emblem Bates stamp. And so some of these, I'm just
 3 trying to understand, you know, how this fits into
 4 the overall structure of plans that are offered. So
 5 bear with me here.
 6 MS. ANDRAS: Let me share my screen.
 7 I'm showing you a document that I have marked
 8 as Exhibit 2. And just for the benefit of the
 9 record, this document was produced with the
 10 Bates Number MSP Emblem 00-5735 and was
 11 designated as confidential.
 12 (Whereupon, Exhibit 2 was marked for
 13 Identification.)
 14 BY MS. ANDRAS:
 15 Q Are you familiar with this document?
 16 A No, I'm not. This is not an
 17 Emblem plan.
 18 Q Okay. So the Empire plan is not
 19 affiliated with Emblem or ConnectiCare at all?
 20 A No. It's an Anthem plan.
 21 Q It's an Anthem plan.
 22 Do you have any reason to know why
 23 this document would be in Emblem's possession?
 24 A In where?
 25 Q In Emblem's possession?

Page 67

1 A We do have a relationship with NYSHIP.
 2 I am not familiar with this plan though.
 3 Q Okay.
 4 THE COURT REPORTER: NYSHA?
 5 THE WITNESS: New York State Health
 6 Insurance Program.
 7 THE COURT REPORTER: N-Y-S-H-A?
 8 THE WITNESS: S-H-I-P.
 9 BY MS. ANDRAS:
 10 Q I was also confused when I saw that,
 11 and I didn't know how that fit into the whole
 12 structure. So that answers my question. Skip a
 13 bunch of questions on that. Great. All right.
 14 MS. ANDRAS: I now have up on a screen
 15 a document I marked as deposition Exhibit 3,
 16 and this document was produced bearing the
 17 Bates Number MSP Emblem 042297, and it was
 18 designated as confidential.
 19 (Whereupon, Exhibit 3 was marked for
 20 Identification.)
 21 BY MS. ANDRAS:
 22 Q I'm going to try to zoom in here so
 23 you can see it a little better. Okay. I don't know
 24 if this is helpful at all. Are you able to view
 25 this document? Can you read it?

Page 68

1 A It was a little better before you did
 2 what you just did.
 3 MR. WHORTON: I'm having trouble.
 4 THE WITNESS: There, that I can read.
 5 MS. ANDRAS: And I'm going to scroll
 6 over a little bit.
 7 BY MS. ANDRAS:
 8 Q Are you familiar with this document?
 9 A I can't say I have seen it before, no.
 [REDACTED]

Page 69

[REDACTED]

CONFIDENTIAL

<p>Page 70</p> <p>[REDACTED]</p>	<p>Page 72</p> <p>[REDACTED]</p>
<p>Page 71</p> <p>[REDACTED]</p>	<p>Page 73</p> <p>[REDACTED]</p>

CONFIDENTIAL

<p style="text-align: right;">Page 74</p> <p>[REDACTED]</p>	<p style="text-align: right;">Page 76</p> <p>[REDACTED]</p> <p>23 MR. WHORTON: Counsel, I believe</p> <p>24 Ms. Finn froze. Do you want to go off the</p> <p>25 record?</p>
<p style="text-align: right;">Page 75</p> <p>[REDACTED]</p>	<p style="text-align: right;">Page 77</p> <p>1 MS. ANDRAS: Yeah, let's go off the</p> <p>2 record.</p> <p>3 THE VIDEOGRAPHER: The time is now</p> <p>4 10:36. We're going off the record.</p> <p>5 (Whereupon, a short break was taken.)</p> <p>6 THE VIDEOGRAPHER: The time is now</p> <p>7 10:40. We're back on the record.</p> <p>8 BY MS. ANDRAS:</p> <p>[REDACTED]</p>

20 (Pages 74 - 77)

CONFIDENTIAL

Page 78

[REDACTED]

Page 80

[REDACTED]

Page 79

[REDACTED]

Page 81

[REDACTED]

20 MS. ANDRAS: You're frozen again.

21 Let's give her a few seconds before we go off

22 the record.

23 MR. WHORTON: The joy of virtual

24 depositions.

25 MS. ANDRAS: Can we go off the record

Page 84

Page 85

The image shows a document page that has been heavily redacted. On the left side, there is a vertical column of small, solid black rectangular boxes, likely representing redacted text or a list. The main body of the page contains several horizontal black bars of different lengths, which obscure the underlying text. These bars are distributed across the page, with some appearing as single lines and others as larger blocks. The overall layout suggests a formal document where sensitive information has been removed for public release.

<p>Page 86</p> <p>[REDACTED]</p>	<p>Page 88</p> <p>[REDACTED]</p>
<p>Page 87</p> <p>[REDACTED]</p>	<p>Page 89</p> <p>[REDACTED]</p>

CONFIDENTIAL

<p>Page 90</p> <p>[REDACTED]</p>	<p>Page 92</p> <p>[REDACTED]</p>
<p>Page 91</p> <p>[REDACTED]</p>	<p>Page 93</p> <p>[REDACTED]</p>

24 (Pages 90 - 93)

CONFIDENTIAL

<p>Page 94</p> <p>[REDACTED]</p>	<p>Page 96</p> <p>[REDACTED]</p>
<p>Page 95</p> <p>[REDACTED]</p>	<p>Page 97</p> <p>[REDACTED]</p>

25 (Pages 94 - 97)

CONFIDENTIAL

<p style="text-align: right;">Page 98</p> <p>[REDACTED]</p>	<p style="text-align: right;">Page 100</p> <p>[REDACTED]</p>
<p style="text-align: right;">Page 99</p> <p>[REDACTED]</p>	<p style="text-align: right;">Page 101</p> <p>[REDACTED]</p> <p>12 MS. ANDRAS: All right. I am going to</p> <p>13 mark another exhibit and hope that the computer</p> <p>14 does not crash when I do this, so one second.</p> <p>15 I think it is marked.</p> <p>16 It's actually a native Excel file, so</p> <p>17 instead of sharing my screen as soon as this</p> <p>18 uploads, if you could go to your Exhibit Share</p> <p>19 and open this document. It's Exhibit 4.</p> <p>20 (Whereupon, Exhibit 4 was marked for</p> <p>21 Identification.)</p> <p>22 BY MS. ANDRAS:</p> <p>23 Q Just let me know when you have that</p> <p>24 open.</p> <p>25 A All right. I'm just refreshing it.</p>

26 (Pages 98 - 101)

[illegible]

CONFIDENTIAL

<p>Page 106</p> <p>[REDACTED]</p>	<p>Page 108</p> <p>[REDACTED]</p>
<p>Page 107</p> <p>[REDACTED]</p>	<p>Page 109</p> <p>[REDACTED]</p>

CONFIDENTIAL

<p>Page 110</p> <p>[REDACTED]</p>	<p>Page 112</p> <p>[REDACTED]</p>
<p>Page 111</p> <p>[REDACTED]</p>	<p>Page 113</p> <p>[REDACTED]</p>

CONFIDENTIAL

Page 114

Page 116

14 MS. ANDRAS: This is a good time to
15 take a some-minute break before I switch a
16 little bit here. Actually, let me finish one
17 more line of questioning. Then we'll take a
18 short break if that works.

19 Let me introduce another exhibit, so
20 just give me a second.

21 MR. KNEPPER: Tiffany, I -- just for
22 the record, I can't tell if that native form of
23 Exhibit 4 was produced confidential, and I'm
24 not familiar with it. So I would like to just
25 say for the record on behalf of Express Scripts

Page 115

Page 117

1 for now to designate that as confidential.

2 Charlie, you and I can talk offline if
3 we want to about how it was produced.

4 I just wanted to put that on the
5 record. It may be covered by a confidentiality
6 provision, so just normal confidential.

7 MS. ANDRAS: Yeah. I think we might
8 have to look at that after because mostly, I
9 kept the confidential designations on the file
10 name that came with it. And I don't believe
11 that one had one, but we can work that out
12 afterwards.

13 Okay. I have marked another exhibit
14 in Exhibit Share if we can go ahead and pull up
15 what I have marked as Exhibit 5.

16 (Whereupon, Exhibit 5 was marked for
17 Identification.)

18 BY MS. ANDRAS:

19 Q Just let me know when you have that
20 document open.

21 A Okay. I have it.

22 Q Okay. So for the record, the document
23 that I have marked as deposition Exhibit 5 was

CONFIDENTIAL

<p>Page 118</p> <p>[REDACTED]</p>	<p>Page 120</p> <p>[REDACTED]</p>
<p>Page 119</p> <p>[REDACTED]</p>	<p>Page 121</p> <p>[REDACTED]</p>

CONFIDENTIAL

Page 122

Page 124

Page 122

Page 124

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

14 MS. ANDRAS: Okay. We'll get into the
15 recall and pricing a little bit later. But I'm
16 actually at a good stopping point. Do we want
17 to take a short break, or do you want to take
18 lunch break now?

19 THE WITNESS: I have a 12 o'clock
20 meeting, so if we could actually take a lunch
21 break now, that would be -- I could be very
22 productive.

23 MS. ANDRAS: Okay. How long do you
24 need for that?

25 THE WITNESS: Could we come back at

Page 123

Page 125

Page 123

Page 125

1 12:45? Is that okay?

2 MS. ANDRAS: That works for me.

3 THE COURT REPORTER: Why don't we go

4 off the record?

5 MS. ANDRAS: Sorry.

6 THE VIDEOGRAPHER: The time is now

7 11:49. This ends media unit number 2. We're

8 going off the record.

9 (Whereupon, a lunch recess was taken.)

10 THE VIDEOGRAPHER: The time is now

11 12:50. This begins media unit number 3. We're

12 back on the record.

13 BY MS. ANDRAS:

14 Q Hello, Ms. Finn, how are you doing?

15 Can you hear me okay?

16 A Yup.

17 Q Okay. I have put a couple more

18 exhibits in the Exhibit Share -- marked exhibit

19 folder, so if you can go ahead and open what's been

20 marked as deposition Exhibit 6.

21 (Whereupon, Exhibit 6 was marked for

22 Identification.)

23 THE WITNESS: All right. I have got

24 it.

25

1 BY MS. ANDRAS:

[illegible][illegible][illegible]

CONFIDENTIAL

<p>Page 130</p> <p>[REDACTED]</p>	<p>Page 132</p> <p>[REDACTED]</p>
<p>Page 131</p> <p>[REDACTED]</p>	<p>Page 133</p> <p>[REDACTED]</p>

Page 136

A horizontal bar chart with 20 rows. Each row consists of a vertical dashed line on the left, followed by a small black square, and then a horizontal black bar of varying length. The bars represent different categories or values, with some being significantly longer than others.

Page 137

<p>Page 138</p> <p>[REDACTED]</p>	<p>Page 140</p> <p>[REDACTED]</p>
<p>Page 139</p> <p>[REDACTED]</p>	<p>Page 141</p> <p>[REDACTED]</p>

<p style="text-align: right;">Page 142</p> <p>[REDACTED]</p>	<p style="text-align: right;">Page 144</p> <p>[REDACTED]</p> <p>24 BY MS. ANDRAS:</p> <p>25 Q Okay. If you could open what I've put</p>
<p style="text-align: right;">Page 143</p> <p>[REDACTED]</p>	<p style="text-align: right;">Page 145</p> <p>1 in Exhibit Share as Exhibit 8.</p> <p>2 (Whereupon, Exhibit 8 was marked for</p> <p>3 Identification.)</p> <p>4 THE WITNESS: I have it.</p> <p>5 BY MS. ANDRAS:</p> <p>6 Q Okay. For the record, deposition</p> <p>7 Exhibit 8 is identified by Bates Stamp</p> <p>8 MSP-Emblem-040385. And this document, I'll</p> <p>9 represent to you the file name is "MAPD5T Positive</p> <p>10 Tier Changes 2018." And I'll also represent to you</p> <p>11 that the file date and meta data for this document</p> <p>12 was September 18th of 2017.</p> <p>13 So given that timing, would it be your</p> <p>14 understanding that this document would be reflecting</p> <p>15 changes between tiers for these drugs from the 2017</p> <p>16 formulary that would be effective in 2018?</p> <p>17 A Yes.</p> <p>18 THE COURT REPORTER: Is that --</p> <p>19 THE WITNESS: Yes.</p> <p>20 BY MS. ANDRAS:</p> <p>21 Q And this type of document, there's no</p> <p>22 other information about -- other than the MAPD5T as</p> <p>23 to what plan it pertains to. So that would be a</p> <p>24 five-tier Part C plan; is that correct?</p> <p>25 A That's how it appears to be, yes.</p>

<p style="text-align: right;">Page 146</p> <p>1 Q And does Emblem have more than one</p> <p>2 5-tier MAPD plan?</p> <p>3 A Plan?</p> <p>4 Q Or line of business, I suppose.</p> <p>5 A Yes. There's -- in 2018, there was</p> <p>6 ConnectiCare MAPD and Emblem MAPD.</p> <p>7 Q Okay. And since this, the document</p> <p>8 name just says MAPD5T, what I'm trying to understand</p> <p>9 is does this apply to one specific plan for both of</p> <p>10 the 5-tier Medicare Part C plans?</p> <p>11 A It seems to indicate to me that we</p> <p>12 were -- if we weren't already in 2017, that we were</p> <p>13 moving towards one formulary for the two plans.</p> <p>14 Q Okay. And if you scroll down to the</p> <p>15 second page, you can see that there are four entries</p> <p>16 here for valsartan. Do you see that?</p> <p>17 A Yes.</p> <p>18 Q And it indicates that in 2017,</p> <p>19 valsartan was a tier 2 drug. It would be moving to</p> <p>20 a tier 1 in 2018; that is right?</p> <p>21 A Yes.</p> <p>22 Q And for this type of plan in 2018, a</p> <p>23 tier 1 was a preferred generic drug, correct?</p> <p>24 A Correct.</p> <p>25 Q And some of those plans, like for the</p>	<p style="text-align: right;">Page 148</p> <p>1 factor in the costs of the drug to know what</p> <p>2 share of it is, right? If the co-pay is \$10 --</p> <p>3 I'm making this up, right? If the co-pay is</p> <p>4 \$10 on tier 2 and \$5 on tier 1, but the tier 1</p> <p>5 drug is a \$20 drug and the tier 2 drug is \$100</p> <p>6 drug, it definitely increases. But if you</p> <p>7 reverse that, right, it wouldn't. I think you</p> <p>8 would have to know the price of the drug.</p> <p>9 BY MS. ANDRAS:</p> <p>10 Q But if we're talking about a \$0 co-pay</p> <p>11 for valsartan as a --</p> <p>12 A At a \$0, then, yes, presumably the</p> <p>13 tier 2 drug is more expensive, yes. And it becomes</p> <p>14 100 percent if the -- if the co-pay is \$0.</p> <p>15 Q Right. The only way it can go, you</p> <p>16 know, from -- the only way to go from 100 percent of</p> <p>17 Emblem covering it is decreasing the share, right?</p> <p>18 A Correct.</p> <p>19 Q Do you know why valsartan was changed</p> <p>20 to from tier 2 to tier 1 in 2018?</p> <p>21 A I don't.</p> <p>22 Q Could it have had to with the cost?</p> <p>23 A It could.</p> <p>24 Q Are you aware of any studies or</p> <p>25 anything that affected the factors such as efficacy</p>
<p style="text-align: right;">Page 147</p> <p>1 VIP Value and VIP Essentials member that we just</p> <p>2 reviewed in the compendium exhibit, that means a \$0</p> <p>3 co-pay for valsartan, right?</p> <p>4 A At a preferred pharmacy, I think that</p> <p>5 indicated. Yes.</p> <p>6 Q So that means that Emblem bore the</p> <p>7 entire cost of those prescriptions?</p> <p>8 A That's correct.</p> <p>9 Q So if following the recall of</p> <p>10 valsartan, a member switched to a tier 2 drug as an</p> <p>11 alternative replacement, which came with a higher</p> <p>12 co-pay, Emblem's share of that cost would decrease,</p> <p>13 correct?</p> <p>14 MR. WHORTON: Objection, assumes facts</p> <p>15 not in the record.</p> <p>16 THE WITNESS: It depends upon the cost</p> <p>17 of the drug.</p> <p>18 BY MS. ANDRAS:</p> <p>19 Q My question was about Emblem's share</p> <p>20 of the cost, not the actual dollar amount.</p> <p>21 So would you agree that the --</p> <p>22 Emblem's share of the cost for a tier 2 drug would</p> <p>23 have decreased in that scenario?</p> <p>24 MR. WHORTON: Same objection.</p> <p>25 THE WITNESS: I think you have to</p>	<p style="text-align: right;">Page 149</p> <p>1 that would have impacted a decision to change it to</p> <p>2 a tier 1 versus a tier 2?</p> <p>3 A I am not.</p> <p>4 Q So Emblem and ConnectiCare's</p> <p>5 comprehensive formularies for Medicare also contain</p> <p>6 restrictions for utilization management that we</p> <p>7 discussed earlier, correct?</p> <p>8 A Often? I don't know that I can say</p> <p>9 often, but it does contain restrictions for</p> <p>10 utilization management.</p> <p>11 Q Do you know what the specific step</p> <p>12 therapy requirements are for patients who are</p> <p>13 looking to take Diovan?</p> <p>14 A I don't offhand, no.</p> <p>15 Q Does Emblem or ConnectiCare consider</p> <p>16 ACE inhibitors as a drug category to be a suitable</p> <p>17 alternative class of drugs to ARBs?</p> <p>18 MR. WHORTON: Object to form, vague.</p> <p>19 THE COURT REPORTER: You broke up on</p> <p>20 that question.</p> <p>21 MS. ANDRAS: Okay. I'll repeat it.</p> <p>22 BY MS. ANDRAS:</p> <p>23 Q The question was, does Emblem or</p> <p>24 ConnectiCare consider ACE inhibitors to be suitable</p> <p>25 alternative drugs to ARBs?</p>

CONFIDENTIAL

<p style="text-align: right;">Page 150</p> <p>1 A Emblem considers both classes of drugs 2 to be suitable. It's up to the physician to 3 determine which is the best for that particular 4 patient. And we will dispense and process what that 5 provider has requested, providing that the member 6 meets the criteria. 7 Q Is Express Scripts responsible for 8 enforcing any of the step therapy or other 9 utilization management restrictions? 10 MR. WHORTON: Object to form. 11 THE WITNESS: Express Scripts, at the 12 point of sale, if there's a prior authorization 13 rule on the drug and the member does not have a 14 prior authorization on file for that drug, it 15 will reject the claim requesting prior 16 authorization to be conducted first. So they 17 are responsible for enforcing at the point of 18 sale based upon the information available to 19 them in making that right determination. 20 BY MS. ANDRAS: 21 Q Is Emblem or ConnectiCare able to 22 exercise any discretion in how Express Scripts 23 enforced these types of restrictions? 24 MR. WHORTON: Object to form, vague. 25 THE WITNESS: I don't understand the</p>	<p style="text-align: right;">Page 152</p> <p>1 you agree? 2 A Yes. It's actually -- 3 Q Yeah. So if the prescription was 4 written for Diovan, but it's typically filled with a 5 generic due to Emblem's step restrictions, in case 6 of a recall or something like -- of that nature, 7 could Emblem say to Express Scripts, you know, 8 override the step restriction and fill as written 9 for the brand name drug? 10 A Yes. 11 MR. WHORTON: Objection, lacks 12 foundation, outside the scope. 13 THE WITNESS: The answer is yes, but 14 not on an individual case-by-case basis, right? 15 BY MS. ANDRAS: 16 Q Right. 17 A We would need to -- and in a recall 18 situation, the pharmacy themselves won't fill a 19 recalled prescription drug. They just won't do 20 that. That's the wrong thing to do. 21 So they will work with the PBM and 22 plan to identify alternatives. So if there is 23 another manufacturer whose drug is same generic 24 drug, has not been recalled, they will likely switch 25 their inventory.</p>
<p style="text-align: right;">Page 151</p> <p>1 question. 2 BY MS. ANDRAS: 3 Q Let me ask it, I guess, in context. 4 So when valsartan was recalled in July 5 of 2018, if a member showed up to the pharmacy and 6 wanted to take Diovan at that point, and Emblem was 7 aware that there was a recall happening, could 8 Emblem reach out to have some kind of discretion to 9 say it was okay to fill Diovan as a brand name 10 alternative as opposed to making a member get a new 11 drug prescription? 12 MR. WHORTON: Objection, lacks 13 foundation, assumes facts not in the evidence, 14 object to form. 15 THE WITNESS: The pharmacist needs to 16 follow pharmacy practice regulations, and they 17 cannot change a prescription because a member 18 requests it. Only the doctor can actually 19 change the prescription. 20 BY MS. ANDRAS: 21 Q Right. But many times, doctors write 22 the prescription for the brand name drug and say 23 that it's okay to fill with a generic, correct? 24 A Yes. 25 Q That happens quite frequently, would</p>	<p style="text-align: right;">Page 153</p> <p>1 Q Okay. So in the case of the valsartan 2 recall, is your understanding that not all of 3 generic valsartan was recalled? 4 A Yes. 5 Q And do you have any understanding of 6 what, if any, steps on an aggregate basis that 7 Emblem Health or ConnectiCare took regarding 8 replacement medications for its members following 9 the valsartan recall? 10 A I know that letters were sent to 11 members and to the prescribers indicating that this 12 member's drug was affected by the actual 13 prescription lot that was used, and encouraged the 14 member to work with to the provider to get a 15 substitute prescription sent to the pharmacy. 16 Q Okay. One second. On the topic of 17 the recall ethic, we're going to explore this a 18 little more and skip around a little bit. 19 When did Emblem or ConnectiCare learn 20 that valsartan was subject to the recall? 21 A I believe the first that we learned of 22 it was the day I started at Emblem, July 18th, 2018. 23 Q And do you know how Emblem or 24 ConnectiCare learned about it? 25 A Express Scripts.</p>

Page 156

Row	Value (approximate percentage)
1	95
2	85
3	45
4	80
5	90
6	88
7	40
8	35
9	75
10	90
11	70
12	45
13	80
14	95
15	85
16	90
17	80
18	95
19	50
20	60
21	80
22	95
23	55
24	85
25	90

Page 157

[illegible]

<p>Page 158</p> <p>[REDACTED]</p>	<p>Page 160</p> <p>[REDACTED]</p>
<p>Page 159</p> <p>[REDACTED]</p>	<p>Page 161</p> <p>[REDACTED]</p>

<p>Page 162</p> <p>[REDACTED]</p>	<p>Page 164</p> <p>[REDACTED]</p>
<p>Page 163</p> <p>[REDACTED]</p>	<p>Page 165</p> <p>[REDACTED]</p>

<p>Page 166</p> <p>[REDACTED]</p>	<p>Page 168</p> <p>[REDACTED]</p>
<p>Page 167</p> <p>[REDACTED]</p>	<p>Page 169</p> <p>[REDACTED]</p>

CONFIDENTIAL

<p>Page 170</p> <p>[REDACTED]</p>	<p>Page 172</p> <p>[REDACTED]</p>
<p>Page 171</p> <p>[REDACTED]</p>	<p>Page 173</p> <p>[REDACTED]</p> <p>16 MS. ANDRAS: I'm going to go ahead and</p> <p>17 mark another exhibit. Just give me a second.</p> <p>18 I have just uploaded a document that I</p> <p>19 have marked as deposition Exhibit 10, and for</p> <p>20 the record, this document is identified by</p> <p>21 Bates Label MSP-Emblem-000424. Just let me</p> <p>22 know when you have this up.</p> <p>23 (Whereupon, Exhibit 10 was marked for</p> <p>24 Identification.)</p> <p>25 THE WITNESS: I have it.</p>

44 (Pages 170 - 173)

<p style="text-align: right;">Page 174</p> <p>1 BY MS. ANDRAS:</p> <p>2 [REDACTED]</p> <p>3 [REDACTED]</p> <p>4 [REDACTED]</p> <p>5 [REDACTED]</p> <p>6 [REDACTED]</p> <p>7 [REDACTED]</p> <p>8 [REDACTED]</p> <p>9 [REDACTED]</p> <p>10 [REDACTED]</p> <p>11 [REDACTED]</p> <p>12 [REDACTED]</p> <p>13 [REDACTED]</p> <p>14 [REDACTED]</p> <p>15 [REDACTED]</p> <p>16 [REDACTED]</p> <p>17 [REDACTED]</p> <p>18 [REDACTED]</p> <p>19 [REDACTED]</p> <p>20 [REDACTED]</p> <p>21 [REDACTED]</p> <p>22 [REDACTED]</p> <p>23 [REDACTED]</p> <p>24 [REDACTED]</p> <p>25 [REDACTED]</p>	<p style="text-align: right;">Page 176</p> <p>1 [REDACTED]</p> <p>2 [REDACTED]</p> <p>3 [REDACTED]</p> <p>4 [REDACTED]</p> <p>5 [REDACTED]</p> <p>6 [REDACTED]</p> <p>7 [REDACTED]</p> <p>8 [REDACTED]</p> <p>9 [REDACTED]</p> <p>10 MS. ANDRAS: We have been going a</p> <p>11 little bit more than an hour. Can we take a</p> <p>12 ten-minute break?</p> <p>13 THE WITNESS: Sure.</p> <p>14 THE VIDEOGRAPHER: The time is now</p> <p>15 2:03. We're going off the record.</p> <p>16 (Whereupon, a short break was taken.)</p> <p>17 THE VIDEOGRAPHER: The time is now</p> <p>18 2:15. We're back on the record.</p> <p>19 MS. ANDRAS: I uploaded a document</p> <p>20 that I have marked as deposition Exhibit 11</p> <p>21 into Exhibit Share, if you could please go</p> <p>22 ahead and pull that up.</p> <p>23 For the record, this document that I</p> <p>24 have marked as Exhibit 11 is identified by</p> <p>25 Bates Label MSP-Emblem-039043.</p>
<p style="text-align: right;">Page 175</p> <p>1 [REDACTED]</p> <p>2 [REDACTED]</p> <p>3 [REDACTED]</p> <p>4 [REDACTED]</p> <p>5 [REDACTED]</p> <p>6 [REDACTED]</p> <p>7 [REDACTED]</p> <p>8 [REDACTED]</p> <p>9 [REDACTED]</p> <p>10 [REDACTED]</p> <p>11 [REDACTED]</p> <p>12 [REDACTED]</p> <p>13 [REDACTED]</p> <p>14 [REDACTED]</p> <p>15 [REDACTED]</p> <p>16 [REDACTED]</p> <p>17 [REDACTED]</p> <p>18 [REDACTED]</p> <p>19 [REDACTED]</p> <p>20 [REDACTED]</p> <p>21 [REDACTED]</p> <p>22 [REDACTED]</p> <p>23 [REDACTED]</p> <p>24 [REDACTED]</p> <p>25 [REDACTED]</p>	<p style="text-align: right;">Page 177</p> <p>1 (Whereupon, Exhibit 11 was marked for</p> <p>2 Identification.)</p> <p>3 BY MS. ANDRAS:</p> <p>4 Q Let me know when you have it up.</p> <p>5 A I finally have it.</p> <p>6 [REDACTED]</p> <p>7 [REDACTED]</p> <p>8 [REDACTED]</p> <p>9 [REDACTED]</p> <p>10 [REDACTED]</p> <p>11 [REDACTED]</p> <p>12 [REDACTED]</p> <p>13 [REDACTED]</p> <p>14 [REDACTED]</p> <p>15 [REDACTED]</p> <p>16 [REDACTED]</p> <p>17 [REDACTED]</p> <p>18 [REDACTED]</p> <p>19 [REDACTED]</p> <p>20 [REDACTED]</p> <p>21 [REDACTED]</p> <p>22 [REDACTED]</p> <p>23 [REDACTED]</p> <p>24 [REDACTED]</p> <p>25 [REDACTED]</p>

CONFIDENTIAL

Page 178

[REDACTED]

Page 180

[REDACTED]

Page 179

[REDACTED]

Page 181

[REDACTED]

<p style="text-align: right;">Page 182</p> <p>[REDACTED]</p>	<p style="text-align: right;">Page 184</p> <p>1 going to take a minute to load.</p> <p>2 (Whereupon, Exhibit 12 was marked for</p> <p>3 Identification.)</p> <p>4 BY MS. ANDRAS:</p> <p>5 Q While we're waiting for this, in your</p> <p>6 role at Emblem, how long have you been involved in</p> <p>7 the negotiation of the PBM agreement?</p> <p>8 A I assisted Jamie in my former role so</p> <p>9 all three years that I have been here.</p> <p>10 Q Okay. And has Express Scripts been</p> <p>11 Emblem's PBM for all the lines of business since</p> <p>12 2012?</p> <p>13 A Yes.</p> <p>14 Q And that's the same for ConnectiCare?</p> <p>15 A I believe so, yes.</p> <p>16 Q Okay. All right. The exhibit has</p> <p>17 just uploaded to Exhibit Share, if you can go ahead</p> <p>18 and pull it up.</p> <p>19 MS. ANDRAS: And for the record, I</p> <p>20 just marked as deposition Exhibit 12 a document</p> <p>21 identified by Bates Stamp MSP-Emblem-041394.</p> <p>22 And I will also indicate for purposes of the</p> <p>23 record that this document has been produced</p> <p>24 with a restricted confidential information</p> <p>25 designation, and it contains PBM information.</p>
<p style="text-align: right;">Page 183</p> <p>[REDACTED]</p> <p>23 MS. ANDRAS: I'm going to pull up one</p> <p>24 of these agreements. I think it's the larger</p> <p>25 document. It might take us a minute. This is</p>	<p style="text-align: right;">Page 185</p> <p>1 BY MS. ANDRAS:</p> <p>[REDACTED]</p>

<p>Page 186</p> <p>[REDACTED]</p>	<p>Page 188</p> <p>[REDACTED]</p>
<p>Page 187</p> <p>[REDACTED]</p>	<p>Page 189</p> <p>[REDACTED]</p>

<p>Page 190</p> <p>[REDACTED]</p>	<p>Page 192</p> <p>[REDACTED]</p>
<p>Page 191</p> <p>[REDACTED]</p>	<p>Page 193</p> <p>[REDACTED]</p>

<p>Page 194</p> <p>[REDACTED]</p>	<p>Page 196</p> <p>[REDACTED]</p>
<p>Page 195</p> <p>[REDACTED]</p>	<p>Page 197</p> <p>[REDACTED]</p>

CONFIDENTIAL

<p>Page 198</p> <p>[REDACTED]</p>	<p>Page 200</p> <p>[REDACTED]</p>
<p>Page 199</p> <p>[REDACTED]</p>	<p>Page 201</p> <p>[REDACTED]</p>

CONFIDENTIAL

Page 202

[REDACTED]

Page 204

[REDACTED]

Page 203

[REDACTED]

Page 205

1 [REDACTED]

22 Q Okay.

23 MS. ANDRAS: Can we go ahead and take

24 a ten-minute break and see what else I have

25 left to cover? Does that work for everybody?

<p style="text-align: right;">Page 206</p> <p>1 THE WITNESS: Sure.</p> <p>2 THE VIDEOGRAPHER: the time is now 2:58</p> <p>3 this ends media unit number 4. We're going off the</p> <p>4 record.</p> <p>5 (Whereupon, a short break was taken.)</p> <p>6 THE VIDEOGRAPHER: The time is now</p> <p>7 3:13. This begins media unit number 5. We're</p> <p>8 back on the record.</p> <p>9 BY MS. ANDRAS:</p> <p>10 Q All right. Ms. Finn, let's continue.</p> <p>11 Did Emblem or ConnectiCare submit any</p> <p>12 claims to any of its insurers relating to any losses</p> <p>13 from payments for recalls of valsartan?</p> <p>14 MR. WHORTON: Objection, outside of</p> <p>15 the scope.</p> <p>16 THE COURT REPORTER: I'm sorry. What</p> <p>17 was your answer?</p> <p>18 THE WITNESS: I don't know.</p> <p>19 BY MS. ANDRAS:</p> <p>20 Q Do you know if Emblem or ConnectiCare</p> <p>21 has received any payments or reimbursements from any</p> <p>22 third parties relating to any losses from payments</p> <p>23 for recalls of valsartan?</p> <p>24 A I don't know.</p> <p>25 Q Do you know if Emblem or ConnectiCare</p>	<p style="text-align: right;">Page 208</p> <p>1 A Correct.</p> <p>2 Q That's a chronic condition that</p> <p>3 valsartan is used to treat?</p> <p>4 A Correct.</p> <p>5 Q If Emblem or ConnectiCare had not been</p> <p>6 paying for generic valsartan, is it fair to say that</p> <p>7 they likely would have been paying to cover some</p> <p>8 other drug to treat their members' hypertension?</p> <p>9 MR. WHORTON: Objection, assumes facts</p> <p>10 not in evidence.</p> <p>11 THE WITNESS: Providing the doctor had</p> <p>12 prescribed something, yes, we would have</p> <p>13 covered it.</p> <p>14 BY MS. ANDRAS:</p> <p>15 Q And it's considered a maintenance</p> <p>16 medication; is that fair?</p> <p>17 A Yes, it is.</p> <p>18 Q Does Emblem or ConnectiCare consider</p> <p>19 sales to the proposed class members for any</p> <p>20 prescriptions of valsartan-containing drugs that</p> <p>21 they paid for fully-insured plans?</p> <p>22 MR. WHORTON: Objection, calls for a</p> <p>23 legal conclusion, outside the scope.</p> <p>24 THE WITNESS: I don't know.</p> <p>25</p>
<p style="text-align: right;">Page 207</p> <p>1 have any insurance policies that would provide</p> <p>2 coverage for losses relating to a drug recall?</p> <p>3 A I do not know.</p> <p>4 Q Does Emblem or ConnectiCare believe</p> <p>5 they were economically injured on prescriptions that</p> <p>6 were covered by fully-insured plans?</p> <p>7 MR. WHORTON: Objection, outside the</p> <p>8 scope.</p> <p>9 THE WITNESS: I wasn't sure I followed</p> <p>10 the question.</p> <p>11 BY MS. ANDRAS:</p> <p>12 Q I can ask it in a different way.</p> <p>13 For payments that were made by Emblem</p> <p>14 or ConnectiCare on behalf of its members for</p> <p>15 fully-insured plans, does Emblem or ConnectiCare</p> <p>16 believe that they were economically injured on those</p> <p>17 payments?</p> <p>18 MR. WHORTON: Object to form, outside</p> <p>19 the scope.</p> <p>20 THE WITNESS: Yes. We should not have</p> <p>21 been paying for a drug that should not have</p> <p>22 been on the market.</p> <p>23 BY MS. ANDRAS:</p> <p>24 Q Okay. And valsartan is used to</p> <p>25 control hypertension, correct?</p>	<p style="text-align: right;">Page 209</p> <p>1 BY MS. ANDRAS:</p> <p>2 Q Are you aware or familiar with the</p> <p>3 assignment that Emblem and ConnectiCare made to MSP</p> <p>4 Recovery Claims Carriers LLC for its valsartan</p> <p>5 claims?</p> <p>6 MR. WHORTON: Outside the scope.</p> <p>7 THE WITNESS: I have become aware,</p> <p>8 yes.</p> <p>9 BY MS. ANDRAS:</p> <p>10 Q And how did you become aware of that</p> <p>11 without revealing any conversations you might have</p> <p>12 had with legal counsel?</p> <p>13 A That is how I became aware.</p> <p>14 Q Okay. Then we stop there.</p> <p>15 Is it your understanding that Emblem</p> <p>16 and ConnectiCare have assigned its claims for</p> <p>17 valsartan-containing drugs for its enrollees under</p> <p>18 Medicare Parts A, B and D?</p> <p>19 MR. WHORTON: Objection, outside the</p> <p>20 scope.</p> <p>21 THE WITNESS: Under Medicare, whether</p> <p>22 it was an MAPD or a PDP. So MA and D but --</p> <p>23 and/or B, honestly.</p> <p>24 BY MS. ANDRAS:</p> <p>25 Q Okay. So in other words, is it your</p>

Page 210	Page 212
<p>1 understanding then that any enrollee who's made a 2 claim -- or strike that. 3 Is it your understanding that Emblem 4 or ConnectiCare assigned claims by members who 5 enrolled in a Part C plan that those claims were 6 also assigned to MSP? 7 MR. WHORTON: Object to form, outside 8 the scope, vague, calls for a legal conclusion. 9 THE WITNESS: I'm not sure. 10 BY MS. ANDRAS: 11 Q Okay. According to the complaint and 12 the assignment Emblem and ConnectiCare assign their 13 claims to MSP that were associated with payments for 14 enrollees under Medicare Part A, B and D. 15 So what I'm just trying to understand 16 is does -- or do payments that were made for 17 Medicare Advantage plans, which have a Part D 18 component, is that also assigned MSP? 19 A The valsartan is a Part D drug, so 20 whether the member was part of an MAPD or a PDP 21 only, I'm not sure it matters because the drug is 22 classified as Part D. And it is covered as -- under 23 both of those plans. 24 Q That's exactly what I was getting at, 25 a different way of looking at it. The assignment to</p>	<p>1 BY MS. ANDRAS: 2 Q Rawlings Group? 3 A Yes. 4 Q What is your knowledge of the 5 Rawlings Group? 6 A Rawlings does real time retrospective 7 coordination and benefit work. So, for example, if 8 a claim was paid under Emblem, but the member really 9 had coverage under Anthem at the time, and we 10 recognized that after the fact, we would share that 11 information with Rawlings. And Rawlings would work 12 with Anthem to move the cost of that claim from us 13 to them. And vice versa. We actually get those 14 kind of notices from Rawlings, from other insurers. 15 Where we should have paid for something when they 16 did. 17 Q Okay. So the Rawlings Group, as 18 you're describing it, is more a coordination of 19 benefits role; is that a fair characterization? 20 A Yeah. You know, whether it's -- you 21 know, after the fact or in terms of finding that 22 there is, in fact, another payer that could pay on 23 it in addition to Emblem, so -- and we use them in 24 both ways. 25 Q Are you aware that Emblem has assigned</p>
Page 211	Page 213
<p>1 MSP isn't limited to just the PDP plan, correct? 2 MR. WHORTON: Objection, calls for a 3 legal conclusion, outside the scope. 4 THE WITNESS: I'm not familiar with 5 the -- with it specifically. I just know that 6 if it's a valsartan claim, it's a -- it's a 7 concern. 8 BY MS. ANDRAS: 9 Q What do you mean by "a concern"? 10 A Well, at that time frame when the drug 11 was, you know, had safety concerns. 12 Q Got you. 13 Do you know if Emblem or ConnectiCare 14 assigned any claims related to recalled valsartan 15 for any other of its plans that were non-Medicare 16 plans? 17 A I don't know. 18 Q Have you ever heard of the 19 Rawlings Group? 20 A Yes. 21 THE COURT REPORTER: What is the name? 22 MS. ANDRAS: Rawlings, 23 R-a-w-l-i-n-g-s. 24 THE COURT REPORTER: Got it. Thank 25 you. Sorry.</p>	<p>1 certain claims to the Rawlings Group under its 2 Medicare plans? 3 MR. WHORTON: Objection, outside the 4 scope, lacks foundation. 5 THE WITNESS: I'm actually not aware 6 of that, no. 7 BY MS. ANDRAS: 8 Q Do you have any knowledge or 9 familiarity with the type of data that's transferred 10 to the third parties such as MSP or the 11 Rawlings Group relating to Emblem and ConnectiCare's 12 claims? 13 MR. WHORTON: Object to the form. 14 THE WITNESS: Are we talking about 15 general claims or valsartan claims? 16 BY MS. ANDRAS: 17 Q I will say general claims. 18 A Okay. I'm not aware of what -- 19 THE COURT REPORTER: I'm sorry. Can 20 you repeat that? 21 THE WITNESS: I am not aware of what 22 type of information goes to MSP. I do know 23 that I share information with Rawlings on 24 prescription drug claims that should have been 25 paid by Evercare or should not have been paid</p>

CONFIDENTIAL

<p style="text-align: right;">Page 214</p> <p>1 by us.</p> <p>2 THE COURT REPORTER: Evercare?</p> <p>3 THE WITNESS: Rawlings.</p> <p>4 THE COURT REPORTER: Okay.</p> <p>5 BY MS. ANDRAS:</p> <p>6 Q And who at Emblem or ConnectiCare</p> <p>7 would be able to speak to the data that was</p> <p>8 transferred to MSP?</p> <p>9 A I don't know.</p> <p>10 Q And you are the person who is</p> <p>11 responsible for sending over claims information to</p> <p>12 the Rawlings Group, though?</p> <p>13 MR. WHORTON: Objection, beyond the</p> <p>14 scope.</p> <p>15 THE WITNESS: My department set up the</p> <p>16 capability so that we can share claims. There</p> <p>17 are certain rules that are run against the</p> <p>18 claims, and they technically go from</p> <p>19 Express Scripts to Rawlings.</p> <p>20 BY MS. ANDRAS:</p> <p>21 Q From Express Scripts directly to</p> <p>22 Rawlings?</p> <p>23 A Yes.</p> <p>24 Q Do you know if those -- sorry. How</p> <p>25 did you characterize it, as a restriction or</p>	<p style="text-align: right;">Page 216</p> <p>1 claims or any rights relating to the recalled</p> <p>2 valsartan on the commercial side have been assigned</p> <p>3 to the Rawlings Group?</p> <p>4 MR. WHORTON: Objection, outside the</p> <p>5 scope.</p> <p>6 I'm going to have to stop this line of</p> <p>7 questioning, Tiffany. I don't know how this is</p> <p>8 relevant or within the notice and the topics at</p> <p>9 issue. Can you explain? I don't know how</p> <p>10 Rawlings and what they do with Emblem is</p> <p>11 relevant to what's at issue in this case.</p> <p>12 MS. ANDRAS: Sure. The actual</p> <p>13 assignment agreement from Emblem to MSP</p> <p>14 excludes from the definition of assigned</p> <p>15 Medicare recovery claims any claims that were</p> <p>16 assigned to the Rawlings Group. So I'm trying</p> <p>17 to figure out what the scope of what claims are</p> <p>18 actually assigned to MSP.</p> <p>19 MR. WHORTON: I think the witness just</p> <p>20 testified that there are no Medicare claims</p> <p>21 assigned to Rawlings.</p> <p>22 MS. ANDRAS: Okay.</p> <p>23 BY MS. ANDRAS:</p> <p>24 Q If Emblem becomes a member of a class</p> <p>25 and a class is certified in this case, is it your</p>
<p style="text-align: right;">Page 215</p> <p>1 filters?</p> <p>2 A So it's driven by eligibility so if a</p> <p>3 member -- if we get a termination record for a</p> <p>4 member that is dated in the past. So I get a record</p> <p>5 on June 15th that tells me that, you know, member A</p> <p>6 should have been terminated on June 1st. That goes</p> <p>7 over to Express Scripts. Express Scripts recognizes</p> <p>8 that. They run some reporting, if you will, in the</p> <p>9 background looking for claims that were paid for</p> <p>10 that member between June 1st and June 15th. And if</p> <p>11 there are any, a file goes over to Rawlings. And</p> <p>12 then Rawlings begins working to figure out who</p> <p>13 should have paid for those claims.</p> <p>14 Q Is it possible that some of the claims</p> <p>15 that you are submitting to the Rawlings Group were</p> <p>16 also submitted to MSP?</p> <p>17 A I don't think so because we just</p> <p>18 started working with Rawlings in the past year or</p> <p>19 so, and I don't believe Medicare is involved in the</p> <p>20 capability I just described. Meaning Medicare</p> <p>21 claims are not included in the scope.</p> <p>22 Q Medicare claims are not included in</p> <p>23 the scope of the Rawlings agreement?</p> <p>24 A Correct.</p> <p>25 Q Okay. Do you know if any valsartan</p>	<p style="text-align: right;">Page 217</p> <p>1 understanding that they would only be able to assert</p> <p>2 claims for payments of valsartan to the extent that</p> <p>3 those claims have not been assigned to any other</p> <p>4 party?</p> <p>5 A I don't understand that question.</p> <p>6 Q Sure. You assigned a -- strike that.</p> <p>7 Emblem or ConnectiCare assigned</p> <p>8 Medicare claims to MSP for a certain time period; is</p> <p>9 that your understanding?</p> <p>10 A Yes.</p> <p>11 Q If there were -- so on Emblem's</p> <p>12 non-Medicare line, are there payments made for</p> <p>13 recalled valsartan on behalf of members to those</p> <p>14 plans?</p> <p>15 A I don't know.</p> <p>16 Q Is it likely that other members were</p> <p>17 impacted by valsartan?</p> <p>18 A Meaning when they -- they were</p> <p>19 dispensed a drug that was later recalled?</p> <p>20 Q Correct.</p> <p>21 A Yes, that's likely.</p> <p>22 Q Do you recall we reviewed those</p> <p>23 communications from the early days of the recall</p> <p>24 where Express Scripts was sending over member impact</p> <p>25 reports, and that covered all lines of business?</p>

55 (Pages 214 - 217)

<p style="text-align: right;">Page 218</p> <p>1 A Correct.</p> <p>2 Q So is it fair to say that there were</p> <p>3 some payments made on behalf of Emblem's</p> <p>4 non-Medicare members for recalled valsartan?</p> <p>5 A Payments made regarding dispensing of</p> <p>6 those drugs, yes.</p> <p>7 Q Okay. And I guess my question is, if</p> <p>8 Emblem becomes a member of the proposed class, that</p> <p>9 would only be to the extent that it has retained</p> <p>10 certain claims on behalf of its members?</p> <p>11 A I don't know. I don't know that legal</p> <p>12 stuff.</p> <p>13 Q Okay. So Emblem, do they have any way</p> <p>14 within your data on a claims level to be able to</p> <p>15 differentiate which claims have been assigned to any</p> <p>16 other entity or which ones have been retained by</p> <p>17 Emblem?</p> <p>18 A I am certain there are people at</p> <p>19 Emblem that can do that, yes.</p> <p>20 Q Okay. Is it your understanding that</p> <p>21 the assignment to MSP covers a fixed time period</p> <p>22 that ends in -- that ended in September of 2017?</p> <p>23 MR. WHORTON: Objection, outside the</p> <p>24 scope.</p> <p>25 THE WITNESS: I didn't know that, no.</p>	<p style="text-align: right;">Page 220</p> <p>1 to make an objection to outside the scope.</p> <p>2 BY MS. ANDRAS:</p> <p>3 Q Do you have an understanding of</p> <p>4 whether Emblem or ConnectiCare has anything to gain</p> <p>5 in terms of claims for recalled valsartan in this</p> <p>6 litigation?</p> <p>7 MR. WHORTON: Objection, outside the</p> <p>8 scope.</p> <p>9 THE WITNESS: I don't know.</p> <p>10 BY MS. ANDRAS:</p> <p>11 Q Do you know why there would possibly</p> <p>12 be a separate assignment on behalf of ConnectiCare</p> <p>13 as opposed to an assignment on behalf of Emblem?</p> <p>14 MR. WHORTON: Same objection, outside</p> <p>15 the scope.</p> <p>16 THE WITNESS: Assignment to whom?</p> <p>17 BY MS. ANDRAS:</p> <p>18 Q I'm sorry. To MSP.</p> <p>19 A I don't know.</p> <p>20 Q Was ConnectiCare a subsidiary of</p> <p>21 Emblem in March of 2018, to your knowledge?</p> <p>22 A I don't know the legal relationship</p> <p>23 between the companies, honestly. I just think of it</p> <p>24 all as one family of companies.</p> <p>25 Q Okay. Do you know if any of</p>
<p style="text-align: right;">Page 219</p> <p>1 BY MS. ANDRAS:</p> <p>2 Q Do you have an understanding of when</p> <p>3 the assignment to MSP was made?</p> <p>4 A No, not at all.</p> <p>5 Q Well, I'll represent to you that an</p> <p>6 assignment from Emblem to MSP was dated March 20th</p> <p>7 of 2018. So -- so assuming what I represented is</p> <p>8 true, at the time of that assignment was made, that</p> <p>9 was predating the first valsartan recall, correct?</p> <p>10 A To the best of my knowledge, yes.</p> <p>11 Q And Emblem or ConnectiCare did not</p> <p>12 become aware that they had potential claims relating</p> <p>13 to recalled valsartan until Express Scripts informed</p> <p>14 them in July of 2018 about the recalled valsartan;</p> <p>15 is that right?</p> <p>16 MR. WHORTON: Object to the form.</p> <p>17 THE WITNESS: That's my understanding.</p> <p>18 BY MS. ANDRAS:</p> <p>19 Q Is it your understanding that if MSP</p> <p>20 Recovery is successful in recovering on these claims</p> <p>21 on behalf of Emblem pursuant to the assignment, that</p> <p>22 Emblem or ConnectiCare will share in a portion of</p> <p>23 those recoveries?</p> <p>24 A I do not know that.</p> <p>25 MR. WHORTON: Objection. I was going</p>	<p style="text-align: right;">Page 221</p> <p>1 ConnectiCare's claims have been assigned to the</p> <p>2 Rawlings Group?</p> <p>3 A ConnectiCare commercial general</p> <p>4 claims?</p> <p>5 Q Any claims from ConnectiCare.</p> <p>6 A ConnectiCare commercial general</p> <p>7 claims, those are the same process I mentioned</p> <p>8 earlier. We do it for both Emblem and ConnectiCare</p> <p>9 commercial.</p> <p>10 Q Okay. Not for any of the Medicare</p> <p>11 claims though?</p> <p>12 A No.</p> <p>13 Q Okay. Neither Emblem nor ConnectiCare</p> <p>14 are themselves plaintiffs or class representatives</p> <p>15 in this litigation, correct?</p> <p>16 MR. WHORTON: Objection, calls for a</p> <p>17 legal conclusion.</p> <p>18 THE WITNESS: I don't know.</p> <p>19 BY MS. ANDRAS:</p> <p>20 Q Do you have any understanding that</p> <p>21 MSP Recovery is a named plaintiff and a punitive</p> <p>22 class representative, and they're asserting claims</p> <p>23 on behalf of Emblem and ConnectiCare relating to</p> <p>24 valsartan and pursuant to those assignments?</p> <p>25 MR. WHORTON: Objection to the form.</p>

CONFIDENTIAL

<p style="text-align: right;">Page 222</p> <p>1 THE WITNESS: I would like you to</p> <p>2 restate that, please.</p> <p>3 BY MS. ANDRAS:</p> <p>4 Q Sure.</p> <p>5 Do you understand that MSP Recovery is</p> <p>6 a named plaintiff and a punitive class</p> <p>7 representative, that they are asserting claims on</p> <p>8 behalf of Emblem and ConnectiCare relating to</p> <p>9 payments for valsartan pursuant to Emblem and</p> <p>10 ConnectiCare's assignments to MSP?</p> <p>11 A I don't really understand, no.</p> <p>12 Q Okay. I will move on, then. It was</p> <p>13 probably a bad question.</p> <p>14 Have you ever seen any of the legal</p> <p>15 filings or complaints in this matter?</p> <p>16 A I don't think so.</p> <p>17 Q Okay.</p> <p>18 MS. ANDRAS: Give me one second here.</p> <p>19 All right. If you can go to Exhibit Share, I</p> <p>20 am marking a document as deposition Exhibit 13.</p> <p>21 And for the record, this is the</p> <p>22 "Proposed Third Amended Economic Loss of Master</p> <p>23 Complaint" that plaintiffs are seeking to file</p> <p>24 in this litigation.</p> <p>25 (Whereupon, Exhibit 13 was marked for</p>	<p style="text-align: right;">Page 224</p> <p>1 A Correct.</p> <p>2 Q And considering you wouldn't know how</p> <p>3 much they paid for valsartan on behalf of its</p> <p>4 members from that time period, I take it you also do</p> <p>5 not know how much Emblem or ConnectiCare paid for</p> <p>6 recalled valsartan on behalf of its members from</p> <p>7 2012 to 2018, correct?</p> <p>8 A I do not.</p> <p>9 Q Okay. The next paragraph is</p> <p>10 Paragraph 68, and it lists a few exemplar payments</p> <p>11 made by certain MSP assignors including Emblem and</p> <p>12 ConnectiCare for valsartan-containing drugs. Do you</p> <p>13 see that table right there?</p> <p>14 A I do.</p> <p>15 Q Okay. Patients A through E here are</p> <p>16 listed as being Emblem enrollees, and patients J</p> <p>17 through L are ConnectiCare enrollees. Do you see</p> <p>18 that?</p> <p>19 A I do see that, yup.</p> <p>20 Q Before we get into more detail on</p> <p>21 these exemplar payments, Paragraph 68 also alleges</p> <p>22 that each payment is for quote, Contaminated FDA</p> <p>23 recalled lots of valsartan-containing drugs.</p> <p>24 Do you see that?</p> <p>25 A Yes.</p>
<p style="text-align: right;">Page 223</p> <p>1 Identification.)</p> <p>2 BY MS. ANDRAS:</p> <p>3 Q If you can let me know when that's</p> <p>4 open, it's kind of a large file.</p> <p>5 A Okay. I've got it.</p> <p>6 Q Okay. Have you ever seen this</p> <p>7 document before?</p> <p>8 A No.</p> <p>9 Q Okay. If you could go to Paragraph 67</p> <p>10 of the complaint. That's on Page 56 of the PDF.</p> <p>11 A I've got it.</p> <p>12 Q In Paragraph 67, there's a statement</p> <p>13 in there that says, "MSP's assignors paid</p> <p>14 \$79 million on behalf of their enrollees."</p> <p>15 Do you see that?</p> <p>16 A In Paragraph 67? I'm on the wrong</p> <p>17 page? What page? Oh, wait, 56, you said, of the</p> <p>18 PDF, right?</p> <p>19 Q Page -- yeah, Page 56, Paragraph 67.</p> <p>20 A Oh, there it is. Okay. Yeah.</p> <p>21 Uh-huh.</p> <p>22 Q Okay. And as we discussed earlier,</p> <p>23 you are not aware of how much Emblem or ConnectiCare</p> <p>24 paid for valsartan on behalf of its members from</p> <p>25 2012 to 2018, correct?</p>	<p style="text-align: right;">Page 225</p> <p>1 Q Earlier, we discussed that Emblem does</p> <p>2 not have lot-level information in its possession</p> <p>3 relating to its payments for valsartan, correct?</p> <p>4 A To the best of my knowledge, your</p> <p>5 question was the lot information on the invoice, and</p> <p>6 I said no.</p> <p>7 Q Right. Does Emblem have lot number</p> <p>8 information in its possession at all relating to the</p> <p>9 prescriptions that were filled for valsartan on</p> <p>10 behalf of its members?</p> <p>11 A It's possible we get it on a claim</p> <p>12 file. I don't know that it is or isn't there</p> <p>13 though. It is not on the invoice. I can say that.</p> <p>14 Q Okay. All right. So regarding these</p> <p>15 exemplar payments, I'll represent to you that MSP</p> <p>16 produced to us detailed claims data, which includes</p> <p>17 information about the assigned claims and</p> <p>18 transactions relating to valsartan. So I wanted to</p> <p>19 walk-through some of that information with you to</p> <p>20 get an idea of how to interpret some of this and</p> <p>21 identify specific member data associated with those</p> <p>22 payments.</p> <p>23 MS. ANDRAS: Give me a second here.</p> <p>24 Okay. I just uploaded a document to Exhibit</p> <p>25 Share that I have mark as deposition</p>

57 (Pages 222 - 225)

Page 228

The image shows a document where almost all content has been redacted with black bars. On the left side, there is a vertical column of small, redacted items, possibly a list or index. The main body of the document consists of several paragraphs of text, all of which are completely obscured by black redaction bars. The redaction is thorough, leaving no legible text or identifiable figures visible.

Page 229

6 MS. ANDRAS: Okay. I'm going to mark
7 another exhibit here for us to look at. Let's
8 keep that one handy. We're going to turn back
9 to it.
10 Okay. I've just uploaded a document
11 that I have marked as deposition Exhibit 15.
12 THE WITNESS: I have got it.
13 (Whereupon, Exhibit 15 was marked for
14 Identification.)
15 MS. ANDRAS: Mine is still thinking.
16 Hang on one second.
17 BY MS. ANDRAS:

CONFIDENTIAL

Page 230

Page 232

4 MS. ANDRAS: Let's try something else
5 here. This one might take a while. It's an
6 Excel spreadsheet. Let me know when you have
7 pulled up Exhibit 16.

8 THE WITNESS: Okay.

9 MS. ANDRAS: And for -- for the
10 record, Exhibit 16 is identified by Bates Label
11 MSP-Emblem-042211, and it contains -- or has
12 been designated as having confidential
13 information.

14 (Whereupon, Exhibit 16 was marked for
15 Identification.)

16 THE WITNESS: I have it.

17 BY MS. ANDRAS:

18 Q Does this document -- does this
19 document look familiar to you?

Page 231

Page 233

CONFIDENTIAL

Page 234

[REDACTED]

Page 236

[REDACTED]

Page 235

[REDACTED]

Page 237

[REDACTED]

Page 240

1 file because the dates, the service dates are
2 multiple years. And when we get a billing, file
3 it's -- it's like a week at a time.

4 Q Okay.

5 A So you'd have -- every claim that
6 you'd have would be clustered in that, so the
7 7,100 number is just an arbitrary number. It's not
8 meaningful to me.

9 Q Okay. All right.

10 MS. ANDRAS: I uploaded the document
11 to Exhibit Share that I have marked as
12 deposition Exhibit 17. And this is a
13 demonstrative exhibit that I put together that
14 compares the data for a singular transaction
15 that was taken from the document we just
16 reviewing that was Bates-stamped
17 MSP-Emblem-042211 and comparing that to one of
18 the more recent MSP claims data spreadsheets
19 that they produced to us in this litigation.

20 (Whereupon, Exhibit 17 was marked for
21 Identification.)

22 BY MS. ANDRAS:

Page 241

[illegible]

CONFIDENTIAL

<p>Page 242</p> <p>[REDACTED]</p>	<p>Page 244</p> <p>[REDACTED]</p>
<p>Page 243</p> <p>[REDACTED]</p>	<p>Page 245</p> <p>[REDACTED]</p>

CONFIDENTIAL

<p>Page 246</p> <p>[REDACTED]</p>	<p>Page 248</p> <p>[REDACTED]</p>
<p>Page 247</p> <p>[REDACTED]</p>	<p>Page 249</p> <p>[REDACTED]</p>

CONFIDENTIAL

<p>Page 250</p> <p>[REDACTED]</p>	<p>Page 252</p> <p>[REDACTED]</p>
<p>Page 251</p> <p>[REDACTED]</p>	<p>Page 253</p> <p>[REDACTED]</p>

CONFIDENTIAL

<p>Page 254</p> <p>[REDACTED]</p>	<p>Page 256</p> <p>1 [REDACTED]</p>
<p>Page 255</p> <p>[REDACTED]</p>	<p>Page 257</p> <p>[REDACTED]</p>

CONFIDENTIAL

Page 258

Page 260

1 A Yes, I have it.

Page 259

Page 261

4 MS. ANDRAS: I lost you guys. Can you
5 still see me?

6 THE WITNESS: No, but we hear you.

7 THE COURT REPORTER: I need a break
8 when you get to a point.

9 MS. ANDRAS: Okay. I can hear you
10 guys, but I have no idea where my video went
11 so. I'm going to leave the room and come back
12 in. Let's take -- let's come back at 4:45.

13 Does that work? I'm almost done.

14 THE VIDEOGRAPHER: The time is now
15 4:27. This ends media unit number 5. We're
16 going off the record.

17 (Whereupon, a short break was taken.)

18 THE VIDEOGRAPHER: The time is now
19 4:46. This begins media unit number 6. We're
20 back on the record.

21 BY MS. ANDRAS:

22 Q Okay. Ms. Finn, can you turn to
23 Exhibit 17 again, which is the detail -- claim
24 detail comparison demonstrative that we were
25 discussing?

<p>Page 262</p> <p>[REDACTED]</p>	<p>Page 264</p> <p>[REDACTED]</p>
<p>Page 263</p> <p>[REDACTED]</p>	<p>Page 265</p> <p>[REDACTED]</p>

<p>Page 266</p> <p>[REDACTED]</p>	<p>Page 268</p> <p>[REDACTED]</p>
<p>Page 267</p> <p>[REDACTED]</p>	<p>Page 269</p> <p>[REDACTED]</p>

CONFIDENTIAL

<p style="text-align: right;">Page 270</p> <p>3 MS. ANDRAS: All right. Let's close 4 out of this document. I'm getting close to the 5 end here. I promise. 6 If you can go to -- I have marked 7 another exhibit. Let's see if I can find it. 8 Okay. It's the document that I have marked and 9 put into Exhibit Share as Exhibit 18, which is 10 another demonstrative exhibit. 11 THE WITNESS: Okay. I have it. 12 (Whereupon, Exhibit 18 was marked for 13 Identification.) 14 BY MS. ANDRAS:</p> <p>[REDACTED]</p>	<p style="text-align: right;">Page 272</p> <p>[REDACTED]</p>
<p style="text-align: right;">Page 271</p> <p>[REDACTED]</p>	<p style="text-align: right;">Page 273</p> <p>[REDACTED]</p>

CONFIDENTIAL

Page 274

Page 276

2 Q Okay. Do you have any idea if the
3 data that was provided to MSP would break out the
4 dispensing fee amounts associated with any
5 particular claim?

6 A I don't know the source of MSP's data.
7 I don't -- I don't know if somebody on my team
8 pulled that and I wasn't aware. I don't know if
9 somebody else in organization pulled it, but I have
10 never seen it prior to now.

11 Q Okay. And you said you don't have any
12 idea about how who at --

13 THE COURT REPORTER: I'm sorry. Can
14 you repeat that?

15 BY MS. ANDRAS:

16 Q Do you have any idea of who at
17 ConnectiCare or Emblem might know about the data
18 that was transferred to MSP and its contents?

19 A I have an idea.

20 Q And who would that be?

21 A I'm thinking Carlos might know who
22 pulled it.

23 THE COURT REPORTER: Carlos?

24 THE WITNESS: I can't say Carlos' last
25 name.

Page 275

Page 277

1 MR. WHORTON: Manalansan.

2 THE WITNESS: Manalansan. I have the
3 hardest time with his last name.

4 BY MS. ANDRAS:

5 Q You're referring to Carlos --

6 A Manalansan. He is an Emblem Health
7 attorney.

8 THE COURT REPORTER: I'm sorry.
9 You're both speaking at the same time, and I
10 can't understand either one of you.

11 So you started with a question that
12 said, "You're referring to Carlos."

13 MR. MANALANSAN: Manalansan.

14 THE WITNESS: Manalansan. He's an
15 Emblem Health attorney, and he is on the call
16 with us.

17 THE COURT REPORTER: He's on what?

18 THE WITNESS: He is on the call with
19 us.

20 THE COURT REPORTER: Thank you.

21 THE WITNESS: And I owe an apology for
22 botching his name.

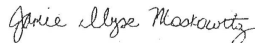
23 BY MS. ANDRAS:

24 Q Switching gears a little bit as we
25 wrap up here before I turn it over to any of the

CONFIDENTIAL

<p style="text-align: right;">Page 278</p> <p>1 other defendants if they have any questions, for the</p> <p>2 next set of questions, I'm going to refer to any</p> <p>3 defendant in this action. And when I say "any</p> <p>4 defendant in this action," do you understand I'm</p> <p>5 referring to all of the finished dose manufacturers,</p> <p>6 active --</p> <p>7 THE COURT REPORTER: I'm sorry.</p> <p>8 Counsel, I don't understand your language. So</p> <p>9 please just slow down for me.</p> <p>10 MS. ANDRAS: No problem. I'll start</p> <p>11 over.</p> <p>12 BY MS. ANDRAS:</p> <p>13 Q For the next set of questions, I'm</p> <p>14 going to refer to any defendant in this action. And</p> <p>15 when I say that, do you understand that I'm</p> <p>16 referring to all of the finished dose manufacturers,</p> <p>17 active pharmaceutical ingredient manufacturers,</p> <p>18 wholesalers retailers, retailers, repackagers and</p> <p>19 re-labelers allegedly involved in this supply chain</p> <p>20 of the recalled valsartan drugs that Emblem and</p> <p>21 ConnectiCare purchased?</p> <p>22 A Yes.</p> <p>23 Q Did Emblem or ConnectiCare ever review</p> <p>24 any representations from any defendant in this</p> <p>25 action regarding valsartan?</p>	<p style="text-align: right;">Page 280</p> <p>1 any warranties may have been breached?</p> <p>2 A I don't know.</p> <p>3 MS. ANDRAS: Okay. I think I am -- I</p> <p>4 think I am done here. If the other defendants</p> <p>5 have any questions, feel free to jump in before</p> <p>6 turning the witness over.</p> <p>7 MR. WHORTON: Matt, did you have any?</p> <p>8 MR. KNEPPER: Hold on one second,</p> <p>9 guys.</p> <p>10 MR. WHORTON: Sure.</p> <p>11 MR. KNEPPER: So I don't have any</p> <p>12 questions right now. I do want to state as to</p> <p>13 exhibits, I believe it's 16 and 17, and those</p> <p>14 are the documents that contain pricing</p> <p>15 information, ingredient cost and the particular</p> <p>16 dispensing fees. I think those need to be</p> <p>17 marked as highly confidential if they weren't</p> <p>18 produced that way. So I want to make that for</p> <p>19 the record here, and, again, offer to talk to</p> <p>20 plaintiffs' counsel about that how they were</p> <p>21 dispensed or how they were produced.</p> <p>22 But I don't have any other questions</p> <p>23 right now.</p> <p>24 MR. DORNER: I think I might have just</p> <p>25 one.</p>
<p style="text-align: right;">Page 279</p> <p>1 MR. WHORTON: Object to form.</p> <p>2 THE WITNESS: Not that I know of.</p> <p>3 BY MS. ANDRAS:</p> <p>4 Q Before the recall, do you know if</p> <p>5 anybody at Emblem or ConnectiCare ever went to the</p> <p>6 website of any defendants in this action?</p> <p>7 A I don't know.</p> <p>8 Q Before the recall, did anybody at</p> <p>9 Emblem review any printed literature regarding</p> <p>10 valsartan-containing drugs from any defendants in</p> <p>11 this action?</p> <p>12 A I don't know.</p> <p>13 Q Before the recall, did anyone at</p> <p>14 Emblem or ConnectiCare have any communication,</p> <p>15 either oral or written, with any of the defendants</p> <p>16 in this action regarding valsartan?</p> <p>17 A I don't know.</p> <p>18 Q Is it Emblem's or ConnectiCare's</p> <p>19 position that any defendants in this action made any</p> <p>20 express warranties to them regarding valsartan?</p> <p>21 MR. WHORTON: Object to form.</p> <p>22 THE WITNESS: I don't know.</p> <p>23 BY MS. ANDRAS:</p> <p>24 Q And did Emblem or ConnectiCare ever</p> <p>25 provide notice to any defendant in this action that</p>	<p style="text-align: right;">Page 281</p> <p>1 THE COURT REPORTER: Okay.</p> <p>2 BY MR. DORNER:</p> <p>3 Q So I'll go.</p> <p>4 Good afternoon, Ms. Finn. My name is</p> <p>5 Drew Dorner. I represent the collection of</p> <p>6 defendants known roughly as the ZHP defendants.</p> <p>7 They're -- they are a manufacturer, et cetera, of</p> <p>8 some of the valsartan allegedly at issue in this</p> <p>9 case.</p> <p>10 I just want to pick up on what</p> <p>11 Ms. Andras was just talking about with respect to</p> <p>12 communications between Emblem or ConnectiCare and</p> <p>13 any of the defendants at issue in this case.</p> <p>14 Did you conduct any investigation or</p> <p>15 preparation for your deposition today with respect</p> <p>16 to communications between Emblem or ConnectiCare and</p> <p>17 any of the defendants?</p> <p>18 A No.</p> <p>19 MR. DORNER: That's all I had.</p> <p>20 THE COURT REPORTER: Counsel, anyone</p> <p>21 else?</p> <p>22 MR. WHORTON: I have no questions.</p> <p>23 THE COURT REPORTER: For my record,</p> <p>24 who -- go ahead. I'm sorry. Tiffany.</p> <p>25 MS. ANDRAS: I am also done. I just</p>

71 (Pages 278 - 281)

<p style="text-align: right;">Page 282</p> <p>1 wanted to thank Ms. Finn for her time today 2 and, we appreciate it. Thank you. 3 THE WITNESS: You're welcome. 4 THE VIDEOGRAPHER: Jamie, do you have 5 to put something on the record? 6 THE COURT REPORTER: Yes. 7 Counsel, who would like copies of the 8 transcript? 9 MR. WHORTON: You can send the rough 10 draft to me, please. 11 MR. DORNER: As previously discussed, 12 we will take a rough, as well as I believe our 13 standing order would govern the final -- or 14 whatever you want to call it. 15 THE COURT REPORTER: Okay. 16 MR. KNEPPER: This is Matt Knepper. 17 We'll take a final. If I can get your email 18 address. I can cc -- respond to you with who 19 can get that order done if you can put it in 20 the chat. 21 THE COURT REPORTER: I will as soon as 22 we finish. 23 MR. KNEPPER: Great, thank you. 24 MR. WHORTON: Can Ms. Finn be excused? 25 THE VIDEOGRAPHER: Can we now go off</p>	<p style="text-align: right;">Page 284</p> <p style="text-align: center;">C E R T I F I C A T E</p> <p>1 2 3 I, Jamie I. Moskowitz, a Shorthand 4 (Stenotype) Reporter and Notary Public, do hereby 5 certify that the foregoing Deposition, of the 6 witness, Margaret Finn, taken at the time and place 7 aforesaid, is a true and correct transcription of my 8 shorthand notes. 9 I further certify that I am neither 10 counsel for nor related to any party to said action, 11 nor in any way interested in the result or outcome 12 thereof. 13 IN WITNESS WHEREOF, I have hereunto set 14 my hand this 16 day of August 2021 15 16 17 18 19  20 Jamie Ilyse Moskowitz 21 License No. XI01658 22 23 24 25</p>
<p style="text-align: right;">Page 283</p> <p>1 the record, Jamie? 2 THE COURT REPORTER: Yes. 3 THE VIDEOGRAPHER: The time is now 4 5:16. We're going off record. 5 (Whereupon, the deposition concluded 6 at 5:16 p.m.) 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25</p>	<p style="text-align: right;">Page 285</p> <p>1 CHARLIE E. WHORTON, ESQUIRE 2 cwhorton@riveromestre.com 3 August 16, 2021 4 RE: In Re: Valsartan, Losartan, Et Al v. 5 7/30/2021, Margaret Finn (#4693835) 6 The above-referenced transcript is available for 7 review. 8 Within the applicable timeframe, the witness should 9 read the testimony to verify its accuracy. If there are 10 any changes, the witness should note those with the 11 reason, on the attached Errata Sheet. 12 The witness should sign the Acknowledgment of 13 Deponent and Errata and return to the deposing attorney. 14 Copies should be sent to all counsel, and to Veritext at 15 erratas-cs@veritext.com 16 17 Return completed errata within 30 days from 18 receipt of testimony. 19 If the witness fails to do so within the time 20 allotted, the transcript may be used as if signed. 21 22 Yours, 23 Veritext Legal Solutions 24 25</p>

CONFIDENTIAL

Page 286

1 In Re: Valsartan, Losartan, Et Al v.
 2 Margaret Finn (#4693835)
 3 E R R A T A S H E E T
 4 PAGE____ LINE____ CHANGE____
 5 _____
 6 REASON_____
 7 PAGE____ LINE____ CHANGE____
 8 _____
 9 REASON_____
 10 PAGE____ LINE____ CHANGE____
 11 _____
 12 REASON_____
 13 PAGE____ LINE____ CHANGE____
 14 _____
 15 REASON_____
 16 PAGE____ LINE____ CHANGE____
 17 _____
 18 REASON_____
 19 PAGE____ LINE____ CHANGE____
 20 _____
 21 REASON_____
 22 _____
 23 _____
 24 Margaret Finn Date
 25

Page 287

1 In Re: Valsartan, Losartan, Et Al v.
 2 Margaret Finn (#4693835)
 3 ACKNOWLEDGEMENT OF DEPONENT
 4 I, Margaret Finn, do hereby declare that I
 5 have read the foregoing transcript, I have made any
 6 corrections, additions, or changes I deemed necessary as
 7 noted above to be appended hereto, and that the same is
 8 a true, correct and complete transcript of the testimony
 9 given by me.
 10 _____
 11 _____
 12 Margaret Finn Date
 13 *If notary is required
 14 SUBSCRIBED AND SWORN TO BEFORE ME THIS
 15 _____ DAY OF _____, 20____.
 16 _____
 17 _____
 18 _____
 19 NOTARY PUBLIC
 20 _____
 21 _____
 22 _____
 23 _____
 24 _____
 25

73 (Pages 286 - 287)

[& - 2014]

Page 1

&	1.25 143:4,12	14 4:21 190:18,20	1st 136:22 215:6
& 2:13 3:7 7:6	10 4:15 32:25	190:22,23,24	215:10 226:19
0	148:2,4 157:16	191:13 202:22,24	227:21 230:6
0 106:24 123:20	173:19,23 273:9	226:1,2 251:20	243:24 244:23
124:1,6,12 141:4	100 31:10 34:1	145 4:13 129:10	245:1,6
142:15 143:3,12	53:2,20 58:22,23	15 4:22 139:12,17	2
147:2 148:10,12	124:13 148:5,14	143:4 229:11,13	2 4:5 65:18 66:8
148:14 160:17	148:16 205:19,20	15.89. 226:21	66:12 93:7,8,24
263:11	1000 2:4,8	15076 1:6	94:10 97:2 109:23
00-5735 66:10	101 4:8	154 4:14	125:7 143:12,12
000217 115:24	10:11 65:14	15th 215:5,10	146:19 147:10,22
000308 154:12	10:22 65:18	16 4:24 116:1	148:4,5,13,20
156:12	10:36 77:4	232:7,10,14 260:5	149:2 166:15
000424 173:21	10:40 77:7	280:13 284:14	167:22 178:7
001 263:23 264:2	10:45 82:3	285:3	187:10 193:19,19
017024 102:4	10:51 167:21	17 4:3,25 240:12	2.50 269:6,9,10,16
017506 127:3	10:54 82:12	240:20 259:23	2.77 251:25 252:11
039043 176:25	10th 272:13	280:13	255:3,14,23 256:1
040377 135:22	11 4:16 129:7,10	173 4:15	256:14
040385 145:8	129:10,11,12	177 4:16	2.77. 256:1
041394 184:21	176:20,24 177:1	17th 177:10	20 31:21 78:2
042211 232:11	197:25 269:5	18 5:2 20:1 131:2	139:12,17 148:5
240:17 260:4	272:3	183:18 195:8	287:15
042297 67:17	11.07 248:10,16	270:9,12	200 2:14
1	255:3 256:22,25	184 4:18	20004 2:9
1 4:3 8:3 16:21	258:4,15 268:14	18th 16:7 145:12	2012 4:18 36:1,4
17:2 65:14 93:24	269:1,4,5,10,11,13	153:22 271:4,25	78:6 106:20
94:6,9 95:13	11.07. 255:12,23	273:4	107:22 111:8
96:20 106:16,24	115 4:9	19 131:3	112:14 118:18
106:25 107:11	1154 284:18	19.20 272:20	120:18 123:14
123:20,23 141:2	11:49 125:7	190 3:12	126:8 127:4 129:2
141:20 143:12,12	12 4:18 124:19	19087 3:8	129:23 135:5,9
146:20,23 148:4,4	184:2,20 202:8,10	19422 2:14	184:12 185:7
148:20 149:2	231:2	195.19 271:3	197:19 223:25
162:15,16 177:9	125 4:10	272:21	224:7
253:4 260:20,21	12:45 125:1	19th 164:8,18	2013 129:8,16,18
262:9,12 267:11	12:50 125:11	165:9	129:24 130:17
1-21-17 244:18	12th 167:21	1:18 1:6	271:25 272:2
1-21-2017 244:17	13 4:19 222:20,25	1:30 156:2	2014 122:18
	135 4:11	1:37 156:6	272:13

[2015 - 6th]

Page 2

<p>2015 122:13 135:25 136:11 273:7 2016 102:4,6 103:11 2017 19:7,17 126:15,24 145:12 145:15 146:12,18 183:21 218:22 226:19 227:21 230:6,16,19 243:25 271:4,25 273:4,8 2018 4:13,17 15:21 16:7 19:18 20:1 43:13 57:14 78:6 106:21 107:22,24 116:1 121:10 130:25 131:12,15 132:14,17 138:22 141:2 145:10,16 146:5,20,22 148:20 151:5 153:22 154:20 164:8,15,18 165:9 174:6 177:7,8,10 197:20 202:7 219:7,14 220:21 223:25 224:7 236:11,18 2019 69:11 70:6,17 70:21,23,24 74:17 74:18 78:2,3 88:4 88:15 106:23 107:11 117:6 130:20,25 182:19 237:12 202.776.5291 2:9 2020 23:23 68:22 69:12 74:17,21 76:20 78:2,3</p>	<p>117:6 154:19 2021 1:14 8:2 284:14 285:3 2022 76:19 2023 183:19 207 7:5 20th 166:15 219:6 214.855.8000 3:4 215.977.4066 3:9 22 198:1 2200 3:3 222 4:19 223 7:6 225 7:7 226 4:21 229 4:22 23 26:1,14 27:6 93:18 232 4:24 24 26:14 198:22 240 4:25 25 10:11 53:5,8,12 54:25 55:5 57:7 57:13 2525 2:3 270 3:8 5:2 275,000 43:3 2875 1:2 2:03 176:15 2:15 176:18 2nd 244:25 245:2 245:11</p>	<p>3,086 121:11 3.08 248:15 249:12 251:16 274:7 3.35 143:4 30 1:14 16:10,24 230:25 231:2 249:23 250:6,7,9 251:18,22 285:17 305.445.2500 2:5 30th 8:2 31 267:3,5 268:7 31,000 164:14 31,779 163:16 165:23 3100 2:18 312.456.1065 2:19 314.480.1848 3:13 33134 2:4 36 129:9 3600 3:3 378581577 226:20 3:13 206:7 3t 86:2 92:14</p>	<p>5 5 4:9 53:14 58:5 94:6,12 97:17 115:15,16,23 146:2,10 148:4 162:21 206:7 259:15 50 199:15,16,17 50,000 45:21 500,000 45:18 505 2:8 55 29:19 550 3:8 5528 236:3 56 131:9 223:10,17 223:19 57 131:5 132:9 5966 237:2 5:16 283:4,6</p>
			<p>6 6 4:10 16:10,24 27:4 94:12 125:20 125:21 132:5,7 135:13 138:18 155:7 259:19 60 133:11 157:16 600 3:12 60601 2:19 610.567.0700 2:15 62 138:19 63 142:3 63105 3:13 66 4:5 67 4:6 223:9,12,16 223:19 68 224:10,21 227:4 270:16 6864 236:14,14,15 6th 154:19 230:16</p>

[7 - agree]

Page 3

7	accept 59:21 60:18 252:8	action 9:15 278:3 278:4,14,25 279:6 279:11,16,19,25 284:10	268:10,12
7 4:11 95:14 103:13 135:14,15 135:21 156:17	accepted 62:22 273:24	active 73:1 191:21 192:12,19 278:6 278:17	adjusting 267:20
7,100 239:16 240:7	accepting 175:3 256:3	actual 40:14 41:12 48:19 87:14 119:9 147:20 153:12 179:16 199:4 200:1 201:6 216:12 226:13 244:12	adjustment 267:6 268:24 269:1,21
7.99 248:14	accepts 59:21		adjustments 265:23 266:23
7/30/2021 285:5	access 131:19		admin 201:2,2
70 157:15	account 121:13 163:7		administer 63:3
75 55:8	accounted 60:24		administered 8:22
75201-7932 3:4	accounting 59:13		administration 64:9 258:14
77 2:18	accumulators 263:7		administrative 29:6 39:5 179:5 179:20 186:10 200:16,19 258:13
79 223:14	accuracy 285:9	actuaries 112:10	administrator 64:16
7th 230:6	accurate 31:22 33:22	actuary 61:12	advantage 32:13 74:25 80:11 84:11 107:15 127:7,13 179:3 186:15 210:17
8	accurately 226:9	add 121:17 164:13	adverse 132:19
8 4:13 7:4 32:25 145:1,2,7 261:8,8	accustomed 102:15	adding 133:8 163:13	advised 26:18
9	ace 149:16,24	addition 123:10 212:23	affect 23:21 140:22 265:24
9 4:14 154:10,14 156:10 162:18,19 201:13	achieve 231:19	additional 117:10 200:16	affiliated 66:19
90 231:1,1 249:24 250:1,8,14	acknowledge 8:17 8:21	additions 287:6	affinity 70:22 88:12,17,18 139:24
960 119:5 120:4	acknowledgement 287:3	address 10:12 116:9 282:18	affordable 33:3
9:06 1:15 8:2	acknowledgment 285:12	addressed 18:6	afo 40:24
9th 2:8 271:25 272:2	acp 179:6	adds 248:15	aforsaid 284:7
a	acpn 80:9	adhering 202:15	afternoon 281:4
a.m. 1:15 167:21	acpny 80:8 179:3 179:5	adjudicate 204:15 262:21	agent 15:1
abcd 32:14 37:22	acquired 88:17	adjudicates 91:12 245:9	aggregate 153:6
ability 92:16	acquisition 25:23	adjudication 91:12 93:17 229:2 244:16,19 245:1 262:17 263:18 265:7,25	aggregated 200:22 200:25
able 67:24 87:11 99:15 114:9 116:10 126:7 135:18 137:9 150:21 157:22,24 158:22 168:11 214:7 217:1 218:14 232:24	acronym 23:2 73:24 74:4	adjust 267:15	ago 10:11 118:17
aca 73:12,14,17	acronyms 32:10 70:12 71:6 74:12	adjusted 256:22 267:4,18,23 268:6	agree 73:21 83:19 113:8 114:7
	act 33:3 123:11		
	acting 123:10 168:13		

[agree - answer]

Page 4

147:21 152:1 203:14 276:1 agreement 4:18 47:13 113:11 184:7 185:6,9 186:2 187:9 188:5 193:16 197:3,7 201:22 215:23 216:13 274:22 agreements 47:10 64:8 183:10,24 274:17 275:2,12 275:19 agrees 203:12 ahead 48:19 49:9 115:14 125:19 138:12 172:15 173:16 176:22 184:17 205:23 281:24 air 248:13 al 1:5,5 285:4 286:1 287:1 allege 15:3 allegedly 14:25 278:19 281:8 alleges 224:21 allocated 60:23 254:14 allocation 268:12 allotted 285:20 allow 11:7 allowed 59:23 100:3 187:2,3,4 195:13 238:1 alternative 55:2 147:11 149:17,25 151:10 162:13 178:17,23 181:6 194:9	alternatives 152:22 amended 4:3,19 16:22 222:22 226:18 270:17 amount 48:23 49:16 52:19 53:23 54:10 56:12,15,17 57:21 59:23 84:14 84:20 98:4 143:16 147:20 191:21 192:18,24 198:1,2 202:18,19 226:21 231:13 246:17 247:8,10,14,19,23 248:10,14 249:4,9 249:12 250:9,18 251:25 252:6,8,10 254:4,6,13,14 256:14,21 257:1 257:20 268:25 269:18,25 271:10 272:19 273:14 amounts 35:8 51:6 98:7 122:3 248:23 256:20 276:4 analysis 112:2,6,9 analyzing 25:8 andras 2:18 7:4 9:11,14 14:15 15:10 16:15,19 17:5,19,21 18:8 23:1,8,19 25:7,19 28:5,13 30:10,16 31:7 32:3 33:11 35:7,17 39:3,21 41:1 44:11 46:2 46:13,19 48:11 50:14,16,20 51:1 52:16 53:16 54:6 58:2 60:1 61:2,14	62:16,24 64:3,14 65:1,5,10,20 66:6 66:14 67:9,14,21 68:5,7 70:14 72:1 72:20 73:3 74:7 76:1 77:1,8 79:13 80:20 81:9,20,25 82:8,13 83:4,8,11 85:14 92:11 99:5 99:6 100:12 101:12,22 105:10 107:4,6 111:1 112:1 113:15 114:14 115:7,18 116:22 122:16 124:10,14,23 125:2,5,13 126:1 126:19 128:16,20 129:1,6 132:5,8 135:3,17 137:19 138:16 140:19 141:9,11,12 142:24 144:15,24 145:5,20 147:18 148:9 149:21,22 150:20 151:2,20 152:15 154:6,17 155:19,23,25 156:8 157:7 158:10 161:1 164:16 171:10 172:6 173:1,10,16 174:1 176:10,19 177:3,21 181:3 183:23 184:4,19 185:1,23 187:5,7 188:19,21 189:18 192:1 193:5,12 195:11 196:3 197:17,23 198:19 198:21 199:1,3	204:4,21 205:23 206:9,19 207:11 207:23 208:14 209:1,9,24 210:10 211:8,22 212:1 213:7,16 214:5,20 216:12,22,23 219:1,18 220:2,10 220:17 221:19 222:3,18 223:2 225:23 226:4 229:6,15,17 232:4 232:9,17 235:13 236:12 238:11,15 239:7,12,14 240:10,22 242:11 246:11 247:17 252:22 254:1 255:18 256:12,18 257:6,18 259:4,9 259:21 261:22 262:4,8 264:5 265:11,14,20,22 266:21 268:21 270:3,14 271:21 274:3,23 275:9,16 276:15 277:4,23 278:10,12 279:3 279:23 280:3 281:11,25 andrast 2:20 andrew 165:7,11 166:21 167:9,21 169:12 182:15 announced 16:5 annual 24:9 61:25 62:6 answer 6:2 11:11 11:13,14,16,21 12:21 16:12 18:4 34:17 40:10 77:11
--	---	--	--

[answer - auth]

Page 5

83:5,7 95:11 107:10 110:17 126:21 128:24 152:13 172:18 173:8 189:15 206:17 258:20 answered 83:3 173:5 180:13 256:16 answers 67:12 anthem 4:5 66:20 66:21 212:9,12 anybody 10:19 18:16 61:6 90:18 111:15 166:8 182:10 279:5,8 anymore 88:24 118:8 235:5 236:7 apology 277:21 apparently 155:16 appear 94:16 97:25 117:4 230:2 264:11 273:8 appears 68:22 69:10 71:1 74:18 74:20,23 89:22 96:1 127:3 129:3 135:22 136:4 145:25 174:2 226:22 242:21 249:14 260:4 appended 287:7 apples 273:1 applicable 130:10 130:15 285:8 applied 24:8 61:9 118:23 applies 136:4 139:1 195:14 258:13	apply 72:7 100:8 106:8 128:1 136:9 140:8 146:9 196:22 248:5 251:6 253:10 264:11 275:1 appreciate 21:2 282:2 approach 98:17 246:25 approval 253:12 approve 193:8 approved 137:4 191:22 192:25 approves 79:11 approximately 42:13 45:9 121:10 239:16 april 135:25 arb 107:11 251:11 arbitrary 240:7 arbs 107:1,7 135:10 149:17,25 181:10 194:21 area 37:2 238:12 266:6,10,12 areas 44:22 106:1 arms 107:2 arrangement 9:1 40:3 42:11 58:4 59:2 arrangements 39:5 43:18,20,24 200:19 205:3 arranges 186:3 arrive 201:22 art 50:3 article 155:13 asher 3:7 asher.block 3:9	aside 182:9 asked 82:25 135:1 173:5 180:12 256:15 275:10 asking 11:3 27:20 28:24 39:7 47:15 135:8 asks 169:10 aso 39:8,11,12,16 41:8,9,14 42:10 43:20,24 47:15 assemble 90:5 assert 217:1 asserting 221:22 222:7 assess 95:9 assessment 4:8 102:10 175:21 assign 210:12 assigned 103:19 209:16 210:4,6,18 211:14 212:25 216:2,14,16,18,21 217:3,6,7 218:15 221:1 225:17 241:25 242:2,5 260:12 261:17,18 261:19 262:20 265:6,18 assignment 209:3 210:12,25 216:13 218:21 219:3,6,8 219:21 220:12,13 220:16 262:14 assignments 221:24 222:10 assignors 223:13 224:11 assigns 242:1 assisted 184:8	associated 44:9 52:8 86:3 90:2 92:20 94:17 96:24 96:25 97:13 100:20 130:6 141:20 210:13 225:21 229:22 235:3 254:18 270:22 272:8 275:15 276:4 association 44:4 assume 34:19 121:5 226:8 assumes 147:14 151:13 172:17 208:9 257:13 assuming 219:7 234:12 273:12 assumption 121:6 atorvastatin 189:6 attached 16:23 163:14 165:15 285:11 attaching 163:5 attachment 136:18 attempts 61:7 attention 10:25 92:23 attorney 277:7,15 285:13 attorneys 8:16 attract 105:17,21 attributes 266:4 august 116:1 121:10 271:25 272:2 284:14 285:3 aurobindo 2:16 auth 266:6,10
--	--	---	---

[author - beyond]

Page 6

author 137:16	209:18,23 210:14	254:13	115:10 116:4
authorization	226:18 227:9	basically 103:7	130:17 131:16,24
24:23 133:18	229:23 261:3	104:2 263:14	141:7,13 153:21
150:12,14,16	back 19:7 22:10	basis 15:2,13	154:2 159:12
264:7,14,14	22:11 27:13 34:10	24:10 41:7 48:16	162:16 167:7
266:13,15	46:20 59:23 65:19	49:2,3 62:6	168:17 169:7
authorizations	77:7 78:11 82:12	111:19 144:22	180:15 184:15
264:11	83:5,10 84:7	152:14 153:6	186:24 192:4
authorized 138:9	109:20 110:11,14	200:21 230:24	196:25 197:25
191:3,7,10	113:25 124:25	249:8 254:15	202:8 207:4,16
available 18:24	125:12 126:8,15	258:23	215:19 230:20
81:15 102:21	128:23 134:15	bates 66:2,10	254:22 261:15
103:23 104:10,15	137:14 156:7	67:17 102:3	268:8 280:13
104:18 105:14	162:18 176:18	115:24 127:3	282:12
132:18 134:18	177:7 193:18	135:21 145:7	bell 2:14
135:10 150:18	206:8 229:8	154:11 156:11	belonged 270:18
170:2 175:22,23	253:11 255:6,9	173:21 176:25	beneficiaries 48:7
191:11 245:14	259:11,12,20	184:21 232:10	186:5
285:6	269:23 271:12	240:16	benefit 20:13
avenue 3:3	274:4	bear 66:5	21:18 27:15 51:10
average 193:20	backdated 267:13	bearing 67:16	66:8 157:23,25
194:6	background 27:23	beginning 132:15	160:1,1,16 212:7
aware 15:11 44:12	215:9	139:8 262:24	255:16,20 261:7
55:17 148:24	bad 121:7 222:13	begins 65:18	261:13 262:24
151:7 172:9	balance 203:23	125:11 156:6	263:23 264:4
181:23 182:22	205:13 269:22	206:7 215:12	benefits 23:6
183:9 209:2,7,10	baldwin 166:16	259:19	123:1,10 128:6
209:13 212:25	169:10	behalf 14:9 26:17	156:19 158:12
213:5,18,21	ballpark 31:8,21	46:23 114:25	186:4,4 212:19
219:12 223:23	band 89:18	207:14 217:13	253:6
276:8	barebones 74:17	218:3,10 219:21	best 41:18,19 84:1
awp 113:2,5	75:7,19 76:16	220:12,13 221:23	150:3 169:16
193:20,23 194:2	bargaining 92:16	222:8 223:14,24	180:8 219:10
194:13,14,16,20	based 26:12 29:18	224:3,6 225:10	225:4
195:3 196:19	29:22 47:6 56:13	231:23,25 248:25	bet 9:16
203:3,11 273:21	62:1 84:2 89:5	254:5	better 13:18 21:6
b	113:24 121:12	believe 44:5,23	29:15 67:23 68:1
b 4:1 16:10,24	126:6 150:18	54:5 56:22 68:17	69:23 87:11
38:6 45:3,4,8	205:5 234:13	70:18 75:5 76:9	beyond 117:8
107:4,5 130:4	237:15 238:23	76:23 82:25 84:13	214:13
185:24 202:25	249:7,18 253:1,5	92:24 93:3 114:12	

[bid - carriers]

Page 7

bid 62:4 254:6,13 bids 62:1,6 big 121:6 bil 246:16,18,22 247:7,9,11,13,18 248:10 bill 47:16 231:13 246:23,23 269:9 billed 47:13 246:25 247:1 billing 238:20 239:24,25 240:2 bills 41:7 bily 3:18 8:6 bisgaard 3:7 bit 53:17 54:22 61:17 65:6 68:6 89:12 93:4 99:4 105:5 114:16 124:15 139:8 141:10 153:18 165:6 176:11 187:23 197:24 238:17 239:13 262:22 277:24 blackwell 3:11 block 3:7 blue 2:14 241:15 blurry 261:2 board 173:13 bold 174:24 book 41:16 139:16 bore 147:6 botching 277:22 bottle 168:19 171:3 172:22 245:10 bottom 155:6,7,17 156:17 162:20 166:14 177:9 178:8,8 202:24	boulevard 2:3 boy 130:4 brand 25:15 53:11 57:7 94:11,11 95:13 99:9,15 100:4 111:4 113:3 151:9,22 152:9 187:11,20 188:3 188:11,16 191:4,4 191:6,8,11 192:10 branded 109:23 187:11,25 188:4 188:22 189:20,25 190:4,12 191:1,2 branding 89:4,6 brands 97:6,10,12 97:15 breached 280:1 break 12:11,12,13 12:16,19 65:8,11 65:16 77:5 82:4 114:15,18 124:17 124:18,21 156:4 176:12,16 201:5 205:24 206:5 259:7,17 276:3 breakdown 226:14 257:25 breaking 141:10 155:23 breathing 77:13 bridge 169:5 brisbois 3:7 broke 61:17 128:18 130:11 149:19 155:21 broken 139:22 bronx 89:5 brought 89:5 bunch 59:19 65:25 67:13	business 10:12 30:21 31:25 32:5 33:13,21 34:2,8,24 35:12,13,21 36:1 36:12,24 41:15 42:14 43:6 44:4 45:5,16 63:18 65:23 69:3,7,22 70:1 74:14 78:18 84:8 87:4 117:5 117:11,13 118:22 119:5 121:11 123:5,8 127:9,18 139:10,16,18 146:4 165:18,25 182:12,16,23 184:11 201:3 217:25 249:19,21 260:16 275:21 businesses 73:22 busy 21:2 c c 2:1,15 3:1 8:15 9:22 10:3 38:2,6,6 38:14 50:12 75:1 103:4 145:24 146:10 195:9,11 210:5 234:8,16 242:9 253:23 284:1,1 calculated 42:7 48:23 252:25 258:24 calculation 253:5 253:9 258:22 calculations 59:20 258:19 calendar 201:22 202:18 call 45:7 54:15 74:6 75:19 118:7	158:21 162:3 180:18,25 277:15 277:18 282:14 called 16:25 18:1 45:6 51:19 57:22 59:15 63:24 157:9 194:4 261:6 calls 178:4 193:1 208:22 210:8 211:2 221:16 257:14 273:17 274:19 275:4 camber 3:10 cancer 15:1,9 capabilities 22:16 26:12 capability 214:16 215:20 capable 181:14 capacity 14:4 179:20 capitalized 175:2 card 84:14,15 cardholder 264:3 cardiologists 80:17 care 20:20 30:5 33:3 80:11,18 117:15 179:3,6 180:24 262:23 carefully 97:9 carlos 3:17 17:12 276:21,23,24 277:5,12 carondelet 3:12 carrier 85:2,13,15 117:19 118:21 261:16 262:17,19 262:21 carriers 209:4
---	---	---	---

[case - claims]

Page 8

case 1:6 13:7 18:17 71:14 152:5 152:14,14 153:1 156:11 159:22 161:25 216:11,25 264:4 281:9,13 cases 48:10 134:20 179:7 cat 50:12 catastrophic 53:13 57:18,20 categories 36:19 127:12 140:3 category 36:25 92:13,16 97:20 140:7 149:16 190:7 191:4 cause 15:9 causing 15:1 cbia 44:6 cc 282:18 cci 86:14,15,23,24 86:24,24,25 163:6 163:8 165:16 ccid 87:21 cde1 262:2,3 centers 50:9,17 certain 31:20 53:22 57:21 69:1 84:14 96:13,21 106:8 108:15 109:22 111:23 112:22 122:2 136:11 162:10 171:15 173:2,7 188:9 213:1 214:17 217:8 218:10,18 224:11 226:14 229:19 233:3 238:20 239:11 251:3	certainly 111:15 certificate 7:7 certified 1:16,16 216:25 certify 284:5,9 cetera 93:24 281:7 cfo 61:24 chain 137:15 154:20 278:19 chair 80:6,7 change 23:21 59:7 74:16 95:14 98:7 132:11 133:3,5,7 133:13 136:9 149:1 151:17,19 162:6 175:24 181:9 194:14,15 249:16,19 266:5 266:19 269:4,11 273:21 286:4,7,10 286:13,16,19 changed 19:18 43:8 45:22 74:21 75:4,5 95:10 135:5 148:19 161:11,12 162:13 186:21,22 187:23 273:22 changes 4:13 26:13 57:5 58:7 58:10,11 132:24 133:7 134:17 145:10,15 176:2 195:25 263:18 268:11,15,24 285:10 287:6 changing 95:4,7 95:10 176:7 character 234:19 characteristics 28:15 88:21	characterization 75:20 157:3 212:19 characterize 214:25 charge 21:24 112:6 204:6 charged 47:25 58:18 205:19 charging 58:22 112:18,22 charlie 2:3 17:12 79:14 115:2 138:12 172:5,15 187:3,4 238:13 262:4 285:1 chart 226:17 chat 282:20 cheapest 95:13,15 check 161:18 183:18 247:9,12 247:14 248:10 268:25 269:9 chemical 188:24 189:10,12,17 190:2,4 191:18 192:7,8,8 251:1 chemicals 192:9 192:11 chicago 2:19 chief 80:7 138:3 child 33:7,8 chisholm 9:20,21 9:25 choose 63:11,12 99:15 196:21 chose 88:4 chp 32:24 33:6,7 33:14,18 chronic 208:2	cipriani 2:13 city 37:2 44:21,24 71:15,17 91:21 139:25 140:1 156:19,22,23 236:3 city's 91:24 claim 21:21 22:10 26:16 40:4 41:5 48:24 49:2 50:5 51:11,13,14,16,21 51:24 52:9 53:15 59:18 64:13 91:11 91:12 150:15 160:13 169:4 194:8,10 199:15 200:8,21 204:15 204:17,19 205:6 205:21 210:2 211:6 212:8,12 225:11 232:20 233:14 237:18 238:20,20 240:5 244:17 246:1 248:1,3 249:20 253:7 255:20,23 258:6,11,11,24 259:23 263:8,11 264:9,18,22,25 265:1,2,25 266:4,5 266:16,17,18,20 267:4 268:6,9,10 268:10,12,14,18 269:1,5,14 276:5 claimed 268:1 claims 4:4,22,24 14:6,9 16:23 23:10,15 40:15 41:12 42:9,9 47:2 48:19,21 49:9 59:10 60:15,19,24
---	--	---	---

[claims - communications]

Page 9

61:7 63:4,23 64:16 168:6,11,17 169:1,21 171:11 199:8 200:20,20 200:23 201:1,17 201:20,21,23,24 202:3,4 206:12 209:4,5,16 210:4,5 210:13 211:14 213:1,12,15,15,17 213:24 214:11,16 214:18 215:9,13 215:14,21,22 216:1,15,15,17,20 217:2,3,8 218:10 218:14,15 219:12 219:20 220:5 221:1,4,5,7,11,22 222:7 225:16,17 226:13 228:21 229:20 231:6,22 233:21,22 239:10 240:18,25 241:6 254:14 258:23 265:8 267:8,15,18 267:21,23 269:3 272:12 clarify 165:22 clarity 50:11 class 111:22,22 149:17 208:19 216:24,25 218:8 221:14,22 222:6 classes 150:1 classification 104:3 classified 188:24 190:5 210:22 cleaner 88:5 clear 11:20 12:7 12:23 31:17 40:11	49:13 client 20:14 21:21 40:12,25 41:8,9 47:7 78:19,22 92:8 116:24 117:2 117:4 118:21 156:23 185:19 186:3,7,10 197:7 198:6 199:8 233:23 235:3 236:6 238:23 242:13,25 243:6,7 245:25 247:10 262:9 client's 164:3 clients 26:11,18,18 102:17 236:18 275:2 clinical 144:8 clinicians 81:2,2 close 270:3,4 closed 53:8 57:13 57:17 closer 105:5 clustered 240:6 cml 49:4 50:7 cms 48:14 49:1 50:6,9,16 54:24 57:10 58:6 59:17 59:18,20 60:8,13 62:22 73:15,15 87:10,19,25 88:7 98:13 103:19,20 134:6,6,10,15 139:19,20,21 143:10,17 187:25 234:9,17 236:25 237:7 238:24 241:25 248:3 252:5,18 253:10 253:17 256:3	258:25,25 259:2 260:14,16,22,24 261:4 267:11 cob 22:16 23:3 code 85:13,15 226:19 246:24 262:25 267:3,4 268:7 271:14,17 271:22 272:15 codes 238:24 266:2 collaboration 21:19 collaborative 24:5 collected 160:17 256:2 269:19 collection 182:3 281:5 collectively 34:20 185:14 collects 203:22 college 28:2,3 color 241:19 column 227:9,11 227:12 231:10,12 233:24 234:8,16 241:14,19 242:14 243:7,8 244:6,9 271:13 columns 89:21 103:2,3 229:20 238:12 241:11 245:20 combination 109:24 250:22 261:15 combined 32:14 37:18,22 38:8 105:23 128:10 129:3	come 22:10 81:12 104:22 124:25 134:2,8 168:20 170:24,25 196:4 233:1 239:21 259:11,12 comes 92:14 114:4 253:11 265:4 comfortable 90:6 coming 235:4 252:17 commencing 1:15 commercial 31:14 32:18,19 33:25 35:5 37:1,1 41:16 44:25 51:17 63:19 63:21,22 72:16,25 73:17 81:17 117:11,12 119:24 120:8,14,20 122:21 123:6 188:5 216:2 221:3 221:6,9 committee 78:25 79:3,5,17 80:2,22 82:24 83:2,14,17 83:25 84:5 committee's 79:20 committees 94:22 common 123:3,4,5 123:7 130:25 194:2 228:5 communicated 180:1 communication 4:11 135:23 163:6 164:7 174:13 181:4 279:14 communications 15:16,18 154:23 169:16 179:22
--	--	--	--

[communications - connecticut]

Page 10

217:23 281:12,16 companies 29:12 29:13 55:18 118:10 179:4 220:23,24 company 118:12 144:14,16 185:12 186:7,9,18,23 compare 35:12 102:25 264:20 compared 240:24 compares 240:14 253:8 comparing 103:7 240:17 comparison 259:24 compatible 242:21 compendium 147:2 compensation 203:4 competitive 4:8 102:9 113:21 competitively 195:19 competitiveness 26:20 competitors 101:9 102:18,25 104:22 105:3,4,6,13,21 106:2 194:5 compile 24:9 complaint 4:20 210:11 222:23 223:10 226:13,18 229:23 270:17 271:2 complaints 222:15 complete 287:8	completed 285:17 compliant 20:16 22:21 231:3,4 complicated 59:20 106:6 253:7 258:19,21 component 25:8 38:3,14 84:12 122:9 123:11,16 128:2 198:17 210:18 257:1 components 199:24 248:20 254:25 compounded 250:21 compounds 250:19,21 comprehensive 149:5 comprised 80:22 85:23 comprises 80:2 computer 13:6,9 101:13 202:23 concept 93:19 95:7,15 122:14 193:22 concern 211:7,9 concerns 144:9 211:11 concluded 283:5 conclusion 193:2 208:23 210:8 211:3 221:17 condition 16:5 24:22 208:2 conditions 21:18 21:20 251:4 conduct 281:14	conducted 150:16 confidence 48:3,5 confidential 1:9 66:11 67:18 113:21 114:23 115:1,6,9 184:24 232:12 238:6,10 275:25 280:17 confidentiality 115:5 275:8 configure 26:20 conform 98:16 105:5 confused 67:10 191:7 connecticare 14:10 19:9 21:9 21:11 23:15 26:23 26:25 27:3 28:16 28:20,22 29:3,22 29:25 30:12,20 34:12,25 35:25 41:21 45:11,15 46:22 47:18,25 56:19 58:9 60:23 61:7,16,20 62:19 63:6,12,15 64:7 65:24 66:19 74:2 76:21 77:15 79:2 85:17 86:15,18 87:5,14,18,23 88:1 88:9 91:18 94:22 107:14,21 111:17 112:15,18,24 119:10 120:15,21 120:23 121:19 123:20 127:18 130:10,15,20 132:24 135:25 136:5,8,16,21 137:21 138:2	139:24,25 146:6 149:15,24 150:21 153:7,19,24 154:25 157:19 158:3,18 160:10 160:21 162:24 163:8,20,23 164:4 166:2,4,9 169:22 170:22 174:13,22 175:10,13,18 179:17,23 181:9 182:7,10 183:3,9 184:14 185:11,15 186:25,25 190:10 193:25 194:25 195:4 201:10 203:25 204:7,23 205:12 206:11,20 206:25 207:4,14 207:15 208:5,18 209:3,16 210:4,12 211:13 214:6 217:7 219:11,22 220:4,12,20 221:3 221:5,6,8,13,23 222:8 223:23 224:5,12,17 233:19 234:4,7 235:25 236:1 254:11 270:19 276:17 278:21,23 279:5,14,24 281:12,16 connecticare's 43:16 54:1 65:3 149:4 204:11 213:11 221:1 222:10 231:6 279:18 connecticut 29:23 29:25 30:2,15
--	--	--	--

[connecticut - corresponding]

Page 11

32:19,22 44:4 63:15,22 65:3 85:4,6 88:3 connection 181:25 182:3 consent 8:25 consider 102:25 104:24 114:1 149:15,24 205:17 205:20 208:18 274:15 consideration 83:12 111:5 113:6 144:9 considerations 101:4 considered 38:14 38:15 63:18 109:10 185:15 188:11 190:13 192:19 208:15 275:25 considering 105:2 224:2 considers 150:1 258:10 consistent 140:11 249:22 250:18 constant 58:16 251:10 consumer 203:17 contain 104:6 149:5,9 280:14 contained 226:10 containing 62:13 62:20 99:13 189:20 208:20 209:17 224:12,23 279:10 contains 184:25 232:11 238:24	contaminated 171:18 175:25 224:22 content 174:12,21 contents 7:1 276:18 context 72:2 151:3 164:22 continue 22:9,12 65:22 206:10 continued 70:2 89:1 continues 166:20 contract 4:18 87:11,19 88:1,5,7 139:19,20,23 174:15 183:19,20 185:6 202:25 234:6,7,9,17 237:1 248:19 249:5,21 260:14 261:4 262:9 275:14 contracted 47:7 201:21,24 202:3,9 249:14 contracts 64:8 139:21 183:10 202:16 237:7 260:16 275:22 contractual 249:5 contrast 200:13 control 207:25 convention 87:9 conversation 164:22 conversations 209:11 conversion 178:15 coordination 23:4 23:5 212:7,18	copay 21:22 copayment 100:8 copied 116:5 copies 282:7 285:14 corner 68:10 corollary 41:25 corporate 14:4 16:10 28:19 118:25 corporation 3:5 correct 9:17 10:5 19:13,14 20:2 21:24 24:2 25:18 29:4 33:4,10,23 34:3 36:17,21,22 37:4,5,8 38:16,19 38:20 42:1,2 43:24 47:2,3,3,20 52:17,23 53:20,21 55:6,7,14 56:24,25 57:1,9,15 58:14,24 58:25 59:4 60:11 60:20 71:22 72:6 73:6,7,13,19,25 76:12,13 78:16,20 78:23 83:22,23 84:21,24,25 85:18 85:21,22,24 86:8 86:13 87:25 92:1 93:18 94:15 95:20 95:21 96:6 98:2,5 98:6,10 103:5,12 104:5,10 106:22 107:8 108:18,20 109:25 111:5,6 113:18,19 116:18 117:3,13,22 119:2 120:6 121:19,20 123:12,13 126:15 127:16,19 128:8	133:19,21 134:23 135:6 140:15,24 141:5 142:12,17 142:20 144:2 145:24 146:23,24 147:8,13 148:18 149:7 151:23 158:15 161:13 162:7 163:8,9,12 163:21 165:13 169:23 171:14 174:23 175:16 180:2,7 183:22 185:12 190:15 191:2 196:15 200:2,5,11,17 204:3,9 207:25 208:1,4 211:1 215:24 217:20 218:1 219:9 221:15 223:25 224:1,7 225:3 234:10 237:5 239:1 244:4 248:17,22 249:2 252:1,13,17 256:23 257:4 258:1 260:18 261:12 264:12,13 275:25 284:7 287:8 corrections 287:6 correctly 22:25 91:12 121:5 132:21 162:22 167:1 correspond 227:3 227:24 235:24 corresponding 241:19 242:17
---	--	--	--

[corresponds - d]

Page 12

corresponds 93:25 103:18 143:19 260:23 261:18 271:18 cos 231:13 cost 25:11,13 52:1 52:21 54:25 55:6 56:12 58:3,6,10 59:2 62:12,18 83:12 108:25 109:1,1 111:5,24 124:13 137:12 139:1 141:2,4,8,14 141:15,19,19,22 141:24 142:12,14 142:15 143:6,9 144:10,13 147:7 147:12,16,20,22 148:22 157:15 158:25 160:11 162:13,14 195:13 195:21 198:13,14 198:16 199:5 200:1 201:3,6 203:20 204:18 205:3,4,5 212:12 228:14,17 247:12 247:13 248:14 249:8 250:7 253:7 254:25 255:11,23 258:5,7,11,11,12 258:16 267:17 268:12,13 269:5 269:13 280:15 costs 47:19,25 50:23 51:3 58:9 58:22 73:6 97:12 97:15 140:14 148:1 198:6 204:11 249:12 254:25	counsel 2:6,10,16 2:20 3:5,10,14,17 8:10,25 11:7 13:23 18:10,17,21 76:23 155:18 156:19 209:12 275:24 278:8 280:20 281:20 282:7 284:10 285:14 count 118:1 119:3 119:4 120:4 121:19 165:17 counter 84:11,17 counting 32:6 couple 13:5 21:5 63:10 105:15 125:17 133:14 138:24 190:17 course 12:9 court 1:1,16 8:7 8:11,16 9:9 11:1 12:3 14:11 18:3 22:18 23:5,7 25:3 28:1,4 32:10 33:8 35:4,6 40:20,23 44:7 45:24 46:9 50:7,11,19 53:10 57:24 58:1 67:4,7 70:9,11 71:19,23 74:3 80:9 82:7,10 83:4,6 85:11 99:2 107:2,5 110:18 116:20 124:9 125:3 126:18 128:14 134:25 137:17 142:22 145:18 149:19 155:21 158:6,9 159:8 171:4,25 172:4 177:18	188:17 191:25 195:10 198:18,24 199:2 206:16 211:21,24 213:19 214:2,4 228:24 229:3 235:8 236:8 242:3,8,10 247:2,5 247:16 252:20 253:19,22,25 259:7 261:19 262:3 263:25 265:10 266:8,12 268:17,20 271:20 276:13,23 277:8 277:17,20 278:7 281:1,20,23 282:6 282:15,21 283:2 cover 50:22 51:2,6 62:12 81:16 83:14 130:4 178:9 205:25 208:7 coverage 44:17,20 44:23 52:7,22,25 53:3,7,12,18 54:3 54:8,11,15,17 55:9 56:18,21,24 57:3,6 57:10,11,12,14,20 58:12,18,20 59:7 89:13,18 98:8,9 106:15 124:11 127:22,24,25 132:16,17,25 143:1,3 204:23 207:2 212:9 263:8 263:12,13,16 coverages 261:5 covered 55:9,13 84:19 115:5 132:14 135:4 160:5 207:6 208:13 210:22	217:25 275:8 covering 148:17 covers 52:20 62:17 218:21 crash 82:21,23 101:14 crazy 243:9 create 250:25 created 118:10 238:7 credit 175:3,14 criteria 24:25 76:16 100:3 150:6 cross 80:16 104:11 105:24 265:12 crossing 263:16 crosswalk 95:3,7,8 cs 285:15 current 19:19,21 20:4 24:11 72:8 120:19 160:1 183:19 currently 77:15 135:11 cursor 74:9 custom 89:19 90:2 91:3,13,14,18,20 92:4,17 customary 196:18 customer 30:3 customers 64:22 cut 79:16 cv 1:6 cwhorton 2:5 285:2
			d
			d 3:12 8:15 38:3,6 38:14,15,18 45:23 45:25 46:3,6 48:8 70:8,13 74:18 76:22 84:22,23

[d - deposition]

Page 13

86:24,24 87:21 88:3 98:13,16 128:12 139:25 143:7 209:18,22 210:14,17,19,22 235:9 236:10 238:12 254:17,18 254:21 262:1 d'lesli 3:3 dailies 233:21 daily 194:15 233:20 dallas 3:4 data 4:22,24,25 23:11,16,22 59:21 111:15 112:9 145:11 166:21,23 168:6,11,15,16,16 168:17,21,25 171:11 172:8,10 182:2 213:9 214:7 218:14 225:16,21 226:14 229:20 231:6,22 232:20 232:25 233:8,13 234:17 237:1 239:3 240:14,18 240:25,25 241:1,4 241:5,6,19 242:24 242:25 244:3,7,9 244:11,17 245:15 245:24 256:7 258:1 260:3,7 267:22 268:2 269:3 270:21 272:12 274:6,9 276:3,6,17 date 16:6 20:3 117:1 118:1 133:12 145:11 226:19 227:15,18	228:2,4,6,7,9,10 228:22,23,23,24 229:1,1 230:2 231:7,11,12 243:20 244:12,12 244:15,16,20,25 245:1,14 246:3,4,9 246:16 264:23 265:16 271:4 272:13 273:3 286:24 287:12 dated 4:17 116:1 164:18 174:6 215:4 219:6 dates 13:16 228:22 237:18 240:1,1 245:13 272:5,8 david 17:13 262:4 davis 3:3 day 12:10 16:4 134:8 153:22 194:11 231:1,2 249:23,24 250:1,6 250:7,8,9 251:18 251:22 284:14 287:15 days 97:4 133:11 217:23 231:1 250:14 285:17 dc 2:9 de 2:3 deal 21:8 dealing 264:10 dean 155:9,17 156:15 december 271:4 271:25 273:4 decide 79:5 83:17 deciding 108:23 109:14	decision 88:7 112:24 134:1 136:8 149:1 158:16 175:13 decisions 79:20 81:4,7 82:23 83:1 94:22 101:7 declare 8:23 287:4 decrease 147:12 decreased 147:23 decreasing 148:17 deductible 53:1,19 53:22 54:2,8,12,18 106:5,7,10 263:9 deductibles 54:11 105:25 106:7 deemed 287:6 default 169:12 defendant 2:16,20 278:3,4,14,24 279:25 defendants 2:10 278:1 279:6,10,15 279:19 280:4 281:6,6,13,17 define 31:12 34:9 35:1 36:18 50:25 81:17 96:15 261:5 defined 56:11 58:6 71:16 91:10 98:14 98:14 99:11 111:14 194:4 255:13 defines 54:24 185:19 262:15 defining 20:15 24:1 187:20 definitely 28:24 90:20 148:6 197:1 236:23	definition 98:15 164:4 187:25 188:2,3,22 189:21 189:22 190:16,19 191:12,16 192:2,3 193:14,15,19 195:7 198:23 216:14 definitions 187:9 187:11,15 degree 27:24 196:1 delay 11:6 delivery 163:17 164:25 175:2 demonstrate 193:7 demonstrative 4:21 5:2 226:9 239:8 240:13 243:19 246:13 259:24 270:10 department 79:22 136:13 214:15 depending 51:8 52:21 56:4 58:12 58:18 59:2,7 97:19 98:1,8 121:22 123:1 161:6 162:12 249:16 depends 147:16 245:8,8 deponent 285:13 287:3 deposed 10:21 deposing 285:13 deposition 1:13 4:3 8:4,17,19,20 10:15 13:22 16:21 16:21,22 17:11
---	--	---	---

[deposition - dispensing]

Page 14

18:2,5,18,22 67:15 115:23 125:20 126:13 145:6 154:3,10 173:19 176:20 184:20 222:20 225:25 229:11 240:12 260:5 281:15 283:5 284:5 depositions 81:24 deputy 3:17 describe 31:23 described 215:20 describing 212:18 description 4:2 5:1 6:6 designate 115:1 designated 18:14 66:11 67:18 232:12 designation 184:25 designations 115:9 260:24 detail 4:22 39:14 44:6,9 47:8 169:14 193:24 224:20 229:20 231:22 259:23,24 272:7,7 detailed 225:16 226:10 227:3 determination 60:17 92:3 150:19 determinations 101:6 determine 24:6 100:13 113:6 134:14 144:13 150:3 172:10 182:11 263:15	determined 100:20,22 108:21 143:15 161:3 249:4 determines 143:17 determining 101:9 112:19 develop 61:25 developed 198:4 developing 76:15 development 76:11 dictated 158:16 differ 72:15 196:25 difference 91:5,7 134:13 200:9 201:6 202:2 251:21 253:15,15 differences 39:23 89:25 104:2 107:23 108:5,8,10 122:23,24,25 127:20 141:14 different 13:15 20:20 21:24 22:4 22:23 26:19 33:21 34:16,18 36:17,17 38:9 40:2 43:17 48:25 52:8 63:10 63:17 65:22 69:7 72:22 79:2 80:5 80:18 81:2 89:6 89:22 90:2 91:2 93:25 94:17 95:18 96:3,5,12 97:19 98:1,19,20,21 100:9,19 103:1,15 105:2 112:21 117:23 118:9,21 120:7,10 121:21	122:22 126:10 127:7,8 136:12 138:25,25 139:9 140:12 142:25 143:6,11 165:18 175:21 188:4 197:6 199:17 202:19 207:12 210:25 227:24 228:5,22 241:12 243:5 244:7 245:12 249:20 251:1,5,15 253:2 254:4,25 260:15 261:5 264:25 267:21 272:5 273:20 274:17,17 275:1,12,20,21 differentiate 105:3 105:13 106:1 218:15 262:21 differently 101:3 105:17 131:22 difficulties 77:10 156:16 difficulty 12:3 digits 169:5 272:3 diovan 99:14 110:3,22 111:10 112:14 135:24 136:8,22 149:13 151:6,9 152:4 188:10,14 direct 48:6,14 92:23 directed 160:22 directing 180:11 181:5 directly 144:17 169:25 183:10 201:20,23 202:3,9	214:21 director 27:8 163:2 directors 80:15 disabled 72:12 disapproves 79:12 discontinue 132:16 discount 113:2,13 194:12 196:19 203:11,16 249:25 250:3,13 discounts 113:3 203:3 discretion 150:22 151:8 203:5 discuss 195:8 discussed 23:24 36:24 38:23 43:23 85:20 117:20 140:4 149:7 223:22 225:1 235:19 238:24 254:2 257:7 260:15 282:11 discussing 82:22 135:23 230:9 259:25 274:6 dispense 150:4 161:20 257:9 dispensed 136:24 217:19 228:7,10 231:8 257:21,22 258:3 280:21 dispensing 123:12 169:13 198:19 199:5,21 200:1 201:7 203:4,15,16 218:5 228:3,15,17 247:13,15 248:15 249:3 250:1,7,9,17
--	---	--	--

[dispensing - drugs]

Page 15

251:5,10,21 257:1 257:20,23,25 258:3,5,6,9,12 274:5,18 275:15 275:18,22 276:4 280:16 dissatisfied 156:25 distinct 228:21 distinction 118:24 distinguish 88:22 distributed 174:5 distribution 268:15 distributors 172:20 194:7 district 1:1,1 14:10,11,12 divvy 101:2 dlesli.davis 3:5 doctor 133:13 151:18 161:3 208:11 doctors 151:21 161:7 179:19 document 1:4 4:13 17:1,8 66:7,9,15 66:23 67:15,16,25 68:8,16 82:20 89:9 93:5 101:19 102:3,8,14 115:20 115:22 126:5,11 131:5 135:21 145:8,11,14,21 146:7 154:8,11 155:3 165:6 173:18,20 174:9 176:19,23 182:2 183:25 184:20,23 185:3 222:20 223:7 225:24 229:10 232:18,19	233:9 238:17 240:10,15 241:14 270:4,8 documentation 109:16 documents 6:5 13:2,21 18:20 19:11,16 65:8,25 102:23 105:14 154:2 280:14 doing 111:16,18 112:6 125:14 137:22 234:18 238:4 255:22 dollar 35:8 147:20 256:19 dorner 2:8 7:5 82:5 280:24 281:2 281:5,19 282:11 dos 227:10,15 244:3 dosage 178:14 272:16 dosages 178:10 dose 278:5,16 download 237:20 237:21,24 dr 137:22 138:1,3 draft 282:10 drew 2:8 281:5 drill 133:15 drive 2:18 driven 134:1,6,10 158:18 196:7 215:2 driver 109:2,7,8 drop 234:15 drug 15:24 24:21 25:12,13,15 32:13 32:16 38:11 40:15 41:5 44:16,20,22	49:3 50:4,8,23 51:3 52:21 56:4,5 56:8,13 58:6,16,22 59:16 62:2,3 64:13 81:14,16 83:16,18 84:11 89:13,18,19 90:2 90:15 91:3,6,8,13 91:18 97:20 98:12 99:13,15 100:4 104:1 105:20 107:16,20 108:17 108:18,20,23,24 109:14,16,22,23 109:24 110:2,4,21 111:2,18,19 112:13,19,23 113:1,7,10 124:2 128:2,5 129:16 132:11,14,16,18 132:20,25 133:4 133:13 134:18 137:1,7,11 140:13 140:22 142:13 144:1,8,12,12,22 146:19,23 147:10 147:17,22 148:1,5 148:5,5,6,8,13 149:16 150:13,14 151:11,22 152:9 152:19,23,24 153:12 160:20,20 162:2 168:18 170:10,11,11 171:2 172:20 176:1 181:9 183:11 186:4 188:22,23 189:10 189:11,21,24,25 189:25 190:3,7,13 190:17 191:1,3,16	191:17 192:7,9,10 192:18,25 193:14 193:16 194:1,3 195:2,16 196:9,14 201:20,21,23,24 202:3,4 203:21 204:1 205:5 207:2 207:21 208:8 210:19,21 211:10 213:24 217:19 228:14 249:11 251:14 257:3 258:3 264:23 268:13 271:17 drugs 14:18,19,25 15:23 24:6,7 25:1 53:11 57:8 62:13 62:20 81:12,12,13 83:14 94:18,23 97:22,24,25 99:9 101:2 105:15,16 106:10,16 108:12 108:21 111:23,24 123:21 130:4 134:8 135:4 141:20 143:2,7 145:15 149:17,25 150:1 168:22 170:25 175:22 183:12 187:11,12 187:12 188:3,4,4 188:11 189:20 191:20 192:23 194:18 195:14,25 196:4,12 198:7 201:11 203:8 208:20 209:17 218:6 224:12,23 250:18,21,22,23 278:20 279:10
---	--	--	--

[dtdorner - emblem]

Page 16

dtdorner 2:10	effect 57:9	159:13 162:21	94:4,5,22 95:23
dual 45:25 84:24	effective 25:12	163:14 164:17	100:13 101:8
142:19	106:13 110:5	165:7,14,23	102:4,7 103:8
duane 2:7 82:6	133:12 145:16	166:16,18 167:20	104:21 106:15
duanemorris.com	effectively 24:14	167:20 177:7,10	107:13,21 111:2
2:10	effectiveness	178:2,8 182:14	111:17 112:15,18
due 152:5 247:15	108:25 109:11,13	282:17	112:24 113:24
duffy 1:5	109:14 132:20	emblem 3:17 4:12	114:1,8 115:24
duly 9:6	144:10	4:16 14:9 16:2	116:10,13 117:15
dummy 75:19	efficacy 144:8	19:8,22,24 21:8,11	117:17 118:5,6,11
e	148:25	23:15 24:11 25:20	119:1,10,13,14
e 2:1,1,3 3:1,1 4:1	effort 24:5 169:9	26:23,25 27:2	120:2,14,20,24
8:15,15 9:21 10:2	egwp 70:13,16	28:15,19 29:3,14	121:18 123:19
188:18,18,20,20	71:8,10,15,20	29:17 30:20 31:4	124:13 126:24
224:15 236:10	73:23 74:1,5,6	32:5 34:8,11,16,24	127:3,4,7,12
268:19 284:1,1	78:7,8 85:20	35:3,4,25 36:8,13	129:15 130:14
285:1 286:3,3,3	86:14,23,24,25	36:16 37:3 38:17	131:12 132:23
earlier 74:11	87:6 92:1,14	38:22,25 39:4	134:2 135:22,23
76:10 88:14 124:4	95:23 261:8,9	41:10,20 42:5,14	136:10,16 138:4
126:12 141:13	egwp3t 85:19	43:12,13 44:16	139:24,24 144:21
149:7 154:20	egwp4t 86:9,21	45:2,10 46:22	145:8 146:1,6
177:7 182:14	eight 32:6,7 69:7	47:2,7,18,25 48:6	147:6 148:17
183:8 191:2 221:8	either 30:20 34:24	51:22,25 52:3,7	149:4,15,23 150:1
223:22 225:1	38:5 48:25 59:20	53:25 55:9,11,22	150:21 151:6,8
248:18 253:2	64:7 72:4 75:25	56:19 58:8,15,23	152:7 153:7,19,22
257:7,16 263:4	78:3 85:16 130:24	59:1 60:22 61:7	153:23 154:12,25
273:20	159:20 171:12	61:16,20,25 62:18	156:12 157:18
earliest 155:6	183:5 262:10	62:25 63:9,21,24	158:3,18 160:9,21
early 217:23	277:10 279:15	64:7,21,22 65:23	163:3,20,22 164:5
easier 27:19 238:2	eligibility 22:11	66:2,10,17,19	165:15,24 166:2,3
241:11	215:2 242:13,25	67:17 68:24 70:22	166:8,16 167:3
east 3:8	243:7	71:21,23 74:2,17	169:22 170:22
echo 262:4	eligible 46:7 72:5	76:21 77:15 78:21	171:11,19 173:21
economic 4:20	72:8	78:24 79:3,7 80:3	174:13,22 175:10
222:22	email 4:9,14,16	80:11 82:24 83:24	175:13,18 176:25
economically	115:25,25 116:5,5	84:9,10,20 85:4,16	177:6,15 179:17
207:5,16	116:9,16,24 136:4	85:19 86:9,14,18	179:23 180:9
education 194:10	137:15,20 154:18	86:21,23,24,25	181:9 182:6,10
educational 27:22	154:20 155:6,9,12	87:5,14,18 88:12	183:3,9,13 184:6
efeldman 2:15	155:17 156:14,17	88:16 89:3 91:2	184:21 185:15,19
	156:24 157:2,3	91:17 92:12,14,14	185:22 186:8,11

[emblem - events]

Page 17

186:14,23,24 187:1 188:7 190:9 193:25 194:24 195:3 199:18,25 201:9 202:7 203:24 204:6,10 204:22 205:12 206:11,20,25 207:4,13,15 208:5 208:18 209:3,15 210:3,12 211:13 212:8,23,25 213:11 214:6 216:10,13,24 217:7 218:8,13,17 218:19 219:6,11 219:21,22 220:4 220:13,21 221:8 221:13,23 222:8,9 223:23 224:5,11 224:16 225:1,7 226:18 231:6,22 231:24 232:11,25 233:1,8,18,24 234:2 235:15 236:3 238:23 240:17,25 241:4 241:14 242:22,25 243:4,19 244:11 244:16 245:13 247:11 248:25 252:12 254:8,11 255:2 260:3,4,13 260:16 270:18 274:5 276:17 277:6,15 278:20 278:23 279:5,9,14 279:24 281:12,16 emblem's 4:10 21:10 36:16 63:18 64:20 66:23,25	78:18 96:17 106:4 121:11 126:8 135:4 147:12,19 147:22 152:5 176:3 181:17 184:11 194:21 217:11 218:3 238:25 269:3 279:18 emblems 103:4 emphasize 274:14 empire 66:18 employed 19:23 154:24 163:3 employee 156:19 163:1 165:11 employees 63:1,11 72:4,8 73:1,2 87:14 employer 19:19,21 33:25 34:1 36:20 40:17 43:15 71:11 72:4,16,25 74:5 85:20,25 261:10 employment 16:1 enable 172:10 encompass 34:12 38:3 encounter 26:16 encounters 26:15 encourage 106:12 250:13 encouraged 153:13 encourages 25:14 ended 218:22 ends 65:14 125:7 156:2 206:3 218:22 259:15 enforced 150:23	enforcing 150:8 150:17 enhanced 89:19 91:13 enroll 63:15 71:17 71:18 92:15 enrolled 121:22 123:2 174:16 210:5 enrollee 210:1 enrollees 209:17 210:14 223:14 224:16,17 254:6 enrollment 75:6 enrolls 174:18 ensures 24:20 ensuring 20:16 22:12 entail 39:13 enterprise 20:6 29:11 136:14 163:1 177:15 enters 244:22 entire 47:24 135:1 147:7 entities 29:6 34:18 64:9 165:25 entitled 4:13 entity 42:8 63:24 64:5 169:21 172:9 186:8 218:16 entries 146:15 227:2 entry 244:16,19 environment 11:6 161:18 envision 200:24 epic 51:19,21,24 51:25 equal 188:24 189:10 192:8,9	258:11 equally 25:12 106:13 equals 38:6 equivalent 55:2 191:20 192:6,20 193:15 250:12 errata 285:11,13 285:17 erratas 285:15 esi 163:7,10 190:6 198:5 199:5,14,14 199:16,17 233:1,4 233:5,7 especially 10:24 11:5 esquire 2:3,8,13 2:18 3:3,7,17 285:1 essential 139:3,4 140:6 141:1 essentially 14:18 20:25 26:16,18 29:10 39:18 42:5 50:5 59:17 essentials 147:1 estimate 31:11 267:7 estimates 62:1 et 1:5,5 93:24 281:7 285:4 286:1 287:1 ethan 2:13 ethic 153:17 evaluate 104:24 109:13 144:6,12 evaluating 111:18 event 49:3 50:4,9 59:16 events 228:3,13
---	---	---	--

[evercare - fact]

Page 18

evercare 213:25 214:2 everybody 16:16 65:11 172:4 205:25 234:3 evidence 110:24 151:13 172:17 208:10 246:7 exact 200:14 272:4 exactly 34:6 139:21 205:4 210:24 228:23 236:21 255:19 examination 7:3 examined 9:6 example 22:15 39:4 40:4 64:16 71:14 92:13 94:3 95:22 106:17 108:15 110:1 140:3,6,25 189:3 197:4 212:7 250:6 264:22 272:12 excel 4:8 101:16 232:6 234:12 exception 91:21 98:25 100:6 110:6 111:9 136:23 137:3 250:19,20 exceptions 265:24 excerpt 163:15 exchange 27:12 32:21,22,23 33:2,3 33:18 35:22 81:18 117:12 121:1,2 exchanges 20:22 excludes 216:14 excuse 71:13 excused 282:24 executive 155:18 156:18	exemplar 224:10 224:21 225:15 226:12 227:3 270:16,18,22 exercise 150:22 exforge 188:11,14 188:18,19 exhibit 4:2,3,5,6,8 4:9,10,11,13,14,15 4:16,18,19,21,21 4:22,24,25 5:1,2,2 16:21 17:2 66:8 66:12 67:15,19 78:10 82:14 84:7 101:13,18,19,20 114:19,23 115:13 115:14,15,16,23 125:18,18,20,21 127:2 129:8 132:3 132:5 135:13,14 135:15,21 138:18 145:1,1,2,7 147:2 154:7,9,10,14 156:10 162:18,19 173:17,19,23 176:20,21,24 177:1 184:2,16,17 184:20 197:25 222:19,20,25 225:24 226:1,2,9 227:7 229:7,11,13 232:7,10,14 239:8 240:11,12,13,20 246:13 259:23 260:5 270:7,9,9,10 270:12 exhibits 7:8 125:18 280:13 exist 70:21,22,24 112:15 235:12 237:9	existence 51:12 exists 75:23 234:17 expect 110:5,20 131:21 175:24 expenses 57:22,23 expensive 97:3,4 132:18 148:13 experience 84:2 113:24 274:25 expert 47:22,22 expired 191:5 explain 24:17 32:4 39:12,25 40:16 42:3 46:3 48:12 52:24 54:22 87:11 96:16 141:18 143:5 186:20 193:23 199:11 202:2 216:9 explicitly 170:10 explore 153:17 express 3:14 4:6 4:15 13:11 15:17 16:5 19:2 21:19 22:9 24:5 25:22 25:25 26:3,6,9,22 27:3,5,10,16,18 41:6,6,7,8,11 47:1 62:9 68:11,18,24 84:3 85:3,16 87:10 90:4,17,19 90:20 91:9,22 93:15 94:19 96:14 102:10,13,15,16 112:8 114:25 116:2,14,25 117:6 118:22 120:13 123:9,15 134:3 150:7,11,22 152:7 153:25 154:24	157:2,6,9 158:2,4 158:17,22 159:18 160:10 163:11,16 164:2,2,24 165:12 165:23 167:6,15 168:13,16 169:11 169:20,25 170:5,7 170:9,14 174:3,16 174:20 175:9,11 180:2,10 184:10 185:10 187:18 188:5,25 194:13 195:4 196:8 197:4 197:19 199:20 201:5 203:1,6,9,19 203:23 204:6,16 204:20 205:17 214:19,21 215:7,7 217:24 219:13 246:25 248:19,24 249:6 252:4,5,12 255:1 260:12 261:21 262:14,20 265:6 274:25 275:2,24 279:20 extensive 179:10 extent 118:20 217:2 218:9 238:7 external 80:16 261:13 extract 239:25 extraction 229:19 f f 9:22 103:3 134:22 188:18,20 235:9 268:19 284:1 facets 22:6 fact 49:16 86:3 108:11 212:10,21 212:22 252:16
--	--	---	---

[fact - fixed]

Page 19

256:19 266:23 267:7 268:23 factor 112:18 113:5 148:1 factors 51:9 101:5 108:22 109:9 148:25 193:7 facts 147:14 151:13 172:17 208:9 246:7 257:13 fails 285:19 fair 11:22 12:19 25:16 34:2 38:15 62:11,17 75:20 80:21 89:23 90:22 91:15 106:11 133:18 157:3 171:21 196:6 208:6,16 212:19 218:2 250:10 273:10 faith 121:6 fall 34:1 36:23 37:15 45:19 63:20 108:17 119:1 190:8 falls 87:17 familiar 20:3 43:21 44:3 60:10 64:4 66:15 67:2 68:8,15 95:6 102:7 114:24 198:9,11,12 209:2 211:4 231:21 232:19 234:12 236:19 275:11 familiarity 213:9 families 38:24 family 37:4 42:18 179:4 180:4	220:24 264:1 far 19:7 182:21,21 farmington 29:23 favorable 114:10 fda 191:22 192:23 193:8,15 224:22 february 154:19 243:24 244:23,25 245:1,2,6,11 federal 20:17 22:22 fee 198:19 199:5 199:21 200:1 201:2,2,7 203:16 228:15,17 247:13 247:15,18 248:15 249:3,7 250:1,7,9 250:17 251:5,10 251:21 257:1,20 257:23,25 258:3,5 258:6,9,12,13 274:5,7,18 275:15 276:4 feel 12:11 13:18 87:9 280:5 fees 183:4 200:14 200:16,19 203:4 203:15 247:20 275:18,22 280:16 feldman 2:13 fewer 114:5,10 135:10 fgpov 261:23 fida 235:6 field 242:24 244:4 245:16 fields 241:19 260:3,7 figure 164:18 169:6 180:24 201:15 215:12	216:17 file 4:8 101:16 115:9 134:7,21 145:9,11 150:14 215:11 222:23 223:4 225:12 232:23 233:14 237:18 238:20,21 239:10,15,25 240:1,2 241:1 243:4 filed 26:16 files 22:10,11 134:12 233:21 245:13 filings 222:15 fill 100:3 124:3 143:22 151:9,23 152:8,18 162:1 171:8 175:25 203:18 230:23 231:1,2 249:23,24 250:1,6,7,14 251:19,20 273:15 filled 152:4 171:20 225:9 227:20 245:5,9 249:13 251:15 257:3 268:2 filling 250:6 fills 205:10 230:16 231:2 273:7,13 filter 234:15 filters 215:1 final 247:11 248:14 282:13,17 finally 57:17 177:5 196:20 finance 30:11 61:12,15,20,22 112:10	financial 39:20 40:2 42:6 find 89:10 92:23 112:12 126:7 133:9 137:23 236:15 270:7 finding 212:21 finish 12:18 114:16 282:22 finished 263:12 278:5,16 finishing 11:16 finn 1:13 7:2 8:4 9:5,12,20,22 65:21 76:24 82:14 125:14 126:20 206:10 259:22 281:4 282:1,24 284:6 285:5 286:2 286:24 287:2,4,12 firm 8:6,8 first 9:5 15:25 16:2 25:12 51:24 53:18 54:17 69:3 69:25 84:9 89:15 94:3 127:1 137:15 137:20 139:2 150:16 153:21 156:14 169:5 175:21 185:18 219:9 229:25 235:19 241:13 242:19 252:18 fit 67:11 fits 66:3 five 65:10 94:5 100:24 108:1,3,4,6 108:11 137:12 145:24 169:5 fixed 43:18 44:1 44:13 218:21
--	---	--	--

[flag - future]

Page 20

flag 261:24	185:20 197:8	128:10 129:3,8,16	frankly 88:5
flat 53:14 56:15,17	204:2 207:18	129:19,22 130:5,6	free 12:11 160:6
58:6 249:7,10	210:7 213:13	130:9,14,20,25	280:5
250:4 274:6	219:16 221:25	131:12,14,21	freezing 202:23
florida 2:4	235:6 246:1,6	132:10,14,24	frequency 196:2
fluctuation 273:15	255:5 256:8 257:5	133:8 134:6,12,19	267:10
focus 111:5 140:10	258:18 279:1,21	134:21 135:5,11	frequently 132:23
focused 96:23	former 87:15	135:24 136:22	151:25 232:20
folder 125:19	184:8	137:1,11,12	233:7 267:19
folks 80:5	forms 68:23	138:23 140:23	frf 134:22
follow 137:23	formula 49:1	144:4,7 145:16	friday 1:13 159:16
151:16 175:4	formularies 4:10	146:13 175:24	159:21
followed 187:25	13:15 18:24 24:1	179:12 180:5	front 13:3 82:15
207:9	24:6 79:6,20	190:14 194:21	252:14,17 254:5
following 147:9	83:14 91:23 97:5	196:6,9,9,12	254:12,20
153:8 157:20	107:23 120:8,10	formulation 251:3	froze 76:24
160:15,22 161:12	126:8,14,24	forth 22:11,11	frozen 77:11 81:20
162:7 168:1	130:18 135:10	143:13 199:6	fulbright 3:2
178:23 181:8,17	136:12 149:5	266:18	full 164:22 204:18
181:19	175:19 176:3,7	forward 137:6	237:21
follows 9:7 241:16	190:9	267:16	fully 39:19 40:6
foregoing 284:5	formulary 19:4,8	forwarding	42:1,4,11,21 43:19
287:5	19:10 20:15 24:9	154:20 155:12	43:23 48:2 207:6
form 4:7 14:13	24:15 75:5,7,14	found 130:20	207:15 208:21
15:5 28:12 31:5	76:7,7,11,15,15,19	foundation 151:13	fun 26:7
32:2 39:1 46:17	81:4,7,19 82:24	152:12 164:12	function 29:11
48:9 50:24 52:13	83:2,22 86:6,11	173:5 193:2	functionality
54:4 59:14 60:25	88:8,25 90:5,8,13	197:14 213:4	237:22
61:10 62:14 68:15	91:4,7,9,10,14,20	246:8 256:9	funded 39:19 40:1
68:21 75:21 79:9	92:4,4,17,20 93:16	273:18 275:7	41:21,25 42:25
90:9 92:9 105:7	94:14 95:10 96:13	four 86:11 100:24	43:19 48:4 51:18
107:3 110:8,8,16	96:17 98:19,21,24	143:2,5 146:15	55:12,15
111:20 113:12	99:16,17 100:15	227:2 228:2,13,20	funding 43:18,18
114:22 117:21	100:18 101:1,11	231:1 243:9 244:8	44:1,13
122:10 129:4	102:5 103:14,15	253:2	funky 237:19
134:4 138:11,13	103:18 105:16,19	frame 18:25 19:5	further 8:21 22:17
140:16 144:5,19	105:23 107:14,15	19:5 106:18,20	22:19 165:6
149:18 150:10,24	107:19,24 108:2,3	108:10 122:7	190:17 197:24
151:14 157:4	108:10,12 109:3	211:10 237:9	284:9
158:8 160:24	109:18 112:19,25	frank 9:22	future 62:1
172:3,13 174:9,12	126:3 127:4		

[g - group]

Page 21

g	189:6,20,24,25,25	138:12,19 139:17	183:23 184:1
g 3:17 8:15 9:21	190:3,6,8,13,13,16	142:18 148:15,16	191:1,6 196:16
10:2 103:3 188:18	191:1,2,7,10,11,16	155:5,25 162:17	202:6 206:3 216:6
188:20 211:23	192:9,25 193:8,14	172:15 173:12,16	219:25 229:6,8
236:10	193:16 195:14,17	176:21 178:7	234:21 239:7
gain 220:4	201:10 208:6	180:6,16 184:17	251:8 256:2
gap 53:7,12 56:24	257:8 266:15	186:25 196:16	259:11,16 262:22
57:3,6,11,12,15	generics 94:9	202:22 205:23	264:24 268:13
gears 277:24	95:13,25 96:3,5,20	214:18 222:19	269:20 274:4
geez 189:5	96:22 97:2,3,4,5	223:9 228:16	275:6 278:2,14
general 3:17 28:16	106:13 108:22	241:13 242:13	283:4
39:15 46:11 71:2	123:23 190:9	243:18 244:24	gold 142:5,5
158:20 159:1	191:3,11	245:10 246:12	good 9:12,13
213:15,17 221:3,6	geriatricians	251:7 254:25	39:22 65:6 114:14
239:21 253:13,14	80:17	258:19 263:1	124:16 138:5
253:15,18	getting 24:21 36:6	269:8,24 270:6	281:4
generally 35:15	72:13 79:16 178:4	281:3,24 282:25	gosh 22:3 27:11
38:1 46:8,10 55:3	190:25 210:24	god 235:3	28:21
55:25 89:5 96:16	270:4	goes 41:4 51:25	gotcha 119:25
96:18 111:22	gettysburg 28:3	59:17 76:16	gotten 245:7
117:25 122:8	gh3a 119:21,22	103:25 140:9	govern 282:13
126:11 127:20,23	120:4	169:13 180:20	government 20:21
132:13 133:6	ghi 118:12,15	183:19 203:17	49:21 50:22 52:6
167:14 169:12	giant 90:24	213:22 215:6,11	52:20 59:5 73:5
174:12 205:2	give 45:10 79:14	going 8:1 10:23	252:7 254:12,20
273:11	81:21 90:13,18	11:3,19 12:9,22	258:17
generic 25:15	114:20 126:20	13:21 16:15 22:12	great 39:14 65:9
53:11 57:8 94:10	173:17 189:3,3	25:12 27:13 31:21	67:13 82:18
99:14 107:1,11,11	202:5 222:18	34:19 46:20 65:5	282:23
108:16,18,19,24	225:23 239:19	65:15,21 67:22	greater 26:20
108:24 109:2,3,4,5	given 65:25	68:5 70:15 77:4	53:14 58:5 185:10
109:22 110:24	145:13 166:1	78:10 82:3,18,19	green 103:3
111:4,9 113:4	175:15 287:9	84:7 89:11 97:3	246:14 256:21
123:21 124:2	go 10:5,23 28:14	101:12 109:20	greenberg 2:17
132:18 136:24	74:13 76:24 77:1	121:4 125:8 126:3	grievances 158:3
141:2 142:13	81:21,25 101:5,18	131:20 134:16	ground 10:24
146:23 151:23	102:1 108:23	137:6 139:17	group 32:18,18,19
152:5,23 153:3	115:14 117:8	153:17 156:3	36:20,21 38:23,23
175:22 187:11,12	125:3,19 126:10	172:16 173:16	40:13 71:11,13,13
187:20,25 188:4,4	129:7 131:5 132:2	176:10,15 177:22	71:18 74:5 85:20
188:13,22,25	132:9 137:14	179:15 182:18	118:2,4,8 119:8,16

[group - house]

Page 22

119:19,24 121:14 121:18 185:11 211:19 212:2,5,17 213:1,11 214:12 215:15 216:3,16 221:2 261:24 262:1 groups 33:25 34:1 42:22,25 43:15 228:5 grown 36:8 45:23 grp 261:23 gtlaw.com 2:20 guess 26:24 27:6 31:23 49:5 51:3 63:20 64:15 75:19 91:5 94:4 95:22 100:7 121:13 128:6 137:5 139:7 151:3 190:6 203:19 218:7 267:21 273:3 275:17 guided 72:18 guildnet 236:9 guys 259:4,10 280:9	habit 11:25 half 12:14 halfway 267:2 hand 241:14 284:14 handle 134:16 handling 163:7 handwritten 13:5 handy 229:8 hang 70:23 229:16 happen 52:14 118:16 happened 82:23 happening 151:7 happens 60:10 123:25 133:3 137:5 151:25 228:18,19 244:23 267:14 268:24 269:2 hard 34:4 165:3 272:24 hardest 277:3 harp 32:24 head 12:1 32:6 56:2 61:22 126:21 128:17 170:3 header 71:2 89:12 95:2 132:10 health 3:17 14:9 19:22 27:14 28:16 28:19 29:3,14,17 31:14 33:7,8 35:4 35:25 38:17,22,25 40:13 43:17 44:15 63:24 67:5 79:7 80:11 88:17,19 114:1,3,8 116:10 117:17 118:2,4,5,8 118:8 119:1,8,13 119:14,16,19,24	120:2,24 121:1,14 121:18,18 136:10 144:21 153:7 174:18 177:15 185:10,11 186:4,8 186:11,14,23,24 187:1 202:7 233:24 234:2 235:15 238:23 242:22 247:11 248:25 260:13 277:6,15 healthcare 1:5 2:11 130:14 160:21 179:16 hear 49:13 125:15 128:18 172:5 259:6,9 heard 110:18 211:18 heather 61:24 held 1:14 177:19 hello 125:14 help 236:15 helpful 13:24 67:24 helps 102:24,25 hereto 287:7 hereunto 284:13 hic 241:20 hicn 241:15,24,25 242:6,8 243:12 hierarchy 194:10 195:24 196:17,17 high 111:24 168:6 168:11 272:20 higher 25:13 46:15 97:15 106:10 109:3 112:23 114:4 147:11 271:11	highest 119:4 260:21 highlight 241:10 242:16 highlighted 103:3 163:15 241:15 242:14 243:19 246:14 256:21 highly 113:16,16 113:20 274:11 275:25 280:17 hip 118:8 185:11 185:12 history 16:1 75:24 75:25 270:24 hit 57:5,21 58:3 hix 120:24,24 hmo 127:5,8,14,21 127:23 128:7,11 130:2 131:12,13 131:14 138:22 140:4,7 141:1 142:7,11,19 hold 154:7 203:1 268:17 280:8 holding 186:9 holdover 157:13 157:20 158:13 home 163:16 164:24 175:1 honestly 28:23 97:8 111:16 195:19 209:23 220:23 245:8 253:8 hope 101:13 hour 12:13,13 17:13,23 65:6 176:11 house 64:18 80:15
h			
h 4:1 9:22,22 10:3 10:3 67:7,8 236:23 242:9 286:3 h0811 234:25 235:19 h3330 235:14 h3528 234:6 235:23 h5528 236:2 h6263 236:5 h6864 236:13			

[how'd - information]

Page 23

how'd 129:9	ideas 239:19	167:25 170:11,21	255:25
hp 68:14	identical 191:21	217:17	incorrect 267:24
htz 178:11	192:18,24	impacts 167:12	increase 137:13
huahai 2:11,11	identification 17:3	implementation	increases 148:6
huge 178:3	66:13 67:20	20:14 21:14,15	incurred 251:16
huh 12:1 21:25	101:21 115:17	implementing	252:12
43:25 50:1 52:18	125:22 135:16	26:11	incurring 47:18
69:5,9,13 70:4	145:3 154:15	implies 131:13	ind 264:7
74:15 94:2 103:16	173:24 177:2	important 10:24	index 7:8
103:21 116:19	184:3 223:1 226:3	11:19 175:1	indicate 12:24
118:3 132:12	229:14 232:15	178:24	146:11 184:22
136:19 142:8,21	240:21 270:13	improves 22:20	indicated 147:5
165:8,19 168:3	identified 81:13	improving 22:16	158:11 182:15
174:7 175:7 186:1	145:7 154:11	inbox 200:24	indicates 136:20
191:24 193:21	173:20 176:24	incentive 247:18	136:21 146:18
201:18 202:1	184:21 191:18	247:20	156:24 157:14
223:21 226:24	229:22 232:10	include 21:9 23:10	178:16 275:24
227:8 239:18	identifier 242:4	24:15 34:16 44:16	indicating 153:11
241:22 242:15	271:17	44:19 45:11 99:8	163:7
243:21 244:1	identifiers 264:21	106:25 168:25	indications 81:13
246:15,18 248:11	identify 152:22	171:14 181:4	individual 32:22
252:2 269:15	225:21 234:21	257:19	33:17 37:4 38:24
271:5,19 273:6	242:22 243:15	included 168:22	42:18 48:24 49:2
human 27:8	identifying 166:21	178:15 215:21,22	71:7 73:8,16,23
hundreds 139:13	226:11 233:13	237:7 266:23	74:1 78:4 152:14
139:16	265:2	includes 20:13,19	161:5 200:23
husch 3:11	ids 117:19 118:21	43:18 163:16	263:23
huschblackwell....	243:5	168:18 169:2	individuals 73:9
3:14	ignored 161:14	199:25 203:15,16	industries 2:21
hypertension	illinois 2:19	225:16 234:4	industry 44:4 50:3
207:25 208:8	ilyse 284:19	258:4	84:3
251:12 257:10	imagine 47:6	including 63:4	inflation 97:8
i	immediately 180:5	81:17 105:15	influence 144:4
ibuprofen 84:16	impact 112:24	164:17 203:3	inform 269:21
idea 93:12 109:20	163:14,16 164:3,7	224:11	information 19:16
111:11 167:3	164:25 165:24	income 48:13	68:24 71:1,2
202:11 225:20	167:9 198:8	49:21 51:11,12	89:23 93:21
231:16 239:2	217:24	143:8,11,11,18	102:21 103:22
259:10 271:10	impacted 117:1	247:23 248:2,7	104:7,9,17,20
272:11 276:2,12	121:12,15,16	251:25 252:24	112:9,14 113:22
276:16,19	149:1 165:15,16	253:3,8,23 254:3	121:2,13 126:6,7

[information - kind]

Page 24

131:19 132:19 145:22 150:18 165:4 167:4 169:1 169:2 170:2 173:3 178:6,22 181:11 181:13,18,21,24 184:24,25 212:11 213:22,23 214:11 225:2,5,8,17,19 226:12,15,21 230:12 232:13 238:8 239:9 244:22 256:6 266:1 274:1 280:15 informational 180:3 informed 219:13 informing 203:9 informs 59:18 ingested 15:7 ingredient 191:21 192:12,19,24 198:6,12,14,16 199:5 200:1 201:6 228:17 247:11,13 248:14 258:12 278:17 280:15 ingredients 251:1 inhibitors 149:16 149:24 initial 27:7 53:3,18 54:2,8,11,15,17 55:9 56:20 57:10 106:15 124:10 127:6 143:1,3 164:19 166:5 203:20 263:8,11 263:12 266:17 268:10	initially 161:23 255:4 initials 117:20 initiated 15:24 initiates 22:15 injured 207:5,16 input 79:19 90:18 175:10 inputs 90:17 199:15 instance 22:4 51:18 124:3 instances 12:4 instructions 6:2 175:4 180:11 instructs 11:12 insurance 24:20 43:17 44:15 47:21 55:18 56:8,16,20 67:6 118:9 143:5 185:10,12 186:23 207:1 insured 39:19 40:6 42:1,4,11,22 43:19 43:23 46:21 47:17 48:2 207:6,15 208:21 insurers 206:12 212:14 intact 22:10 intake 4:6 68:15 90:9 integration 22:9 intended 21:21 50:22 51:2 180:1 interact 76:3 interchangeable 179:14 191:20 192:10 interested 284:11	internal 4:11,16 80:5 135:23 177:6 internally 35:12 interpret 225:20 interpretation 90:21 interrupt 11:16,17 introduce 114:19 introduced 122:12 inventory 152:25 161:19,19 171:7 investigation 281:14 invoice 41:9 46:22 47:1 225:5,13 invoiced 201:4 invoicing 47:5 248:24 involved 41:21 62:5,8 182:4,7 184:6 215:19 278:19 involves 22:14 irbesartan 1:3 irrelevant 196:13 issue 165:17 173:9 216:9,11 281:8,13 it'll 238:1 italics 174:24 item 33:12 j j 224:16 jameson 177:11 jamie 1:15 8:8 82:5 107:4 128:20 177:11,13 184:8 282:4 283:1 284:3 284:19 january 23:23 182:19 226:19 227:21 230:6,6	jersey 1:1 14:12 30:25 job 20:10 24:14 25:20 26:5,7 27:7 76:2,12 234:13 joined 43:12 joining 43:13 joy 81:23 js 1:6 judith 226:23 julian 166:16 169:10 julian's 168:21 july 1:14 4:17 8:2 15:21 16:7 20:1 151:4 153:22 154:20 164:8,18 165:9 166:15 167:21 177:7,8,10 219:14 230:16 jump 280:5 june 136:21 215:5 215:6,10,10 justin 3:18 8:6 k keep 82:19 131:4 229:8 keeps 22:21 kept 89:7 115:9 200:10 khaneja 138:3 khaneja's 137:22 138:1 khy 261:16 khya 84:22 85:1,3 261:16 kicks 59:6 kind 17:25 21:22 36:18 69:22 84:17 90:4 104:17 109:17 138:10,10
--	---	--	---

[kind - large]

Page 25

151:8 178:21 181:13 186:21 212:14 223:4 241:3 248:8 256:10 kinds 36:17 knepper 3:12 114:21 238:3,3 275:5,5 280:8,11 282:16,16,23 knew 255:16 know 11:7,15,18 11:24 12:1,4,5,9 12:11,14 13:14 22:4,15,16 23:20 26:19 28:21,22,25 29:1,5,24 30:6,11 30:17 31:2,15,20 32:8 33:1 34:17 34:17 35:10,24 36:5,5 37:2 42:19 42:20,24 43:2 44:2,6,8,14 45:5 45:14 46:18,25 47:4,12,16 48:17 48:21 49:1,2 52:5 52:6 53:4 55:20 55:21 57:10,12 59:23 60:12,21 61:1,3,6,11,11 62:3 64:2,17,19 66:3,22 67:11,23 68:19,22 69:1 70:5,7,7,16 72:12 75:10,17,18,22 76:20 77:20 78:5 84:16,16,17 87:3 87:12,20 88:18 90:15 91:17 92:12 93:24 95:4 96:7 96:19,21 97:5,7	100:19 101:5,23 102:6 105:17 106:6 108:7,16 109:21 110:2 111:7,13 112:5 113:10,20 115:19 116:12 117:25 119:11 121:4,14 122:5 124:2 126:2 126:10 127:12 128:10,13 129:21 131:2 134:14 135:12 137:25 138:4,7,14,15,20 139:12 140:9 143:18 144:22 148:1,8,16,19 149:8,11 152:7 153:10,23 154:12 158:5 159:3,23 160:25 162:10 164:22 166:3,7,10 166:13 167:16 169:7,24 170:3,4 171:12 172:14,19 172:21 173:2,13 173:15,22 174:11 176:5,6,9 177:4 179:11,21,24 180:14,23 181:1,7 181:15,20,22 182:1,6,21 183:7 187:20,24 188:3,6 188:6 189:16,19 190:7 192:2,13,21 193:4,17 194:19 195:18,20 196:17 197:18,21 198:10 198:14 200:18 202:5,17,21 205:2 205:20 206:18,20	206:24,25 207:3 208:24 211:5,11 211:13,17 212:20 212:21 213:22 214:9,24 215:5,25 216:7,9 217:15 218:11,11,25 219:24 220:9,11 220:19,22,25 221:18 223:3 224:2,5 225:12 226:5 227:23 228:15 229:19 231:19 232:6,21 233:10,12 234:5 234:25 235:4 236:11,22 237:25 238:6 239:5 242:24 245:13,19 250:11,15 253:11 255:15 256:11 257:25 258:6,16 260:9,19 262:7,10 262:20 265:1,13 266:15,17 267:17 268:5,22,23 272:23 273:8 274:21 276:6,7,8 276:17,21 279:2,4 279:7,12,17,22 280:2 knowing 68:19 171:19 231:18 knowledge 16:11 36:2 41:18,20 43:12,14 70:21 75:3 83:25 84:1 160:19 175:12 180:8 194:20 199:21 212:4 213:8 219:10	220:21 225:4 known 9:23 10:4 15:8,23 281:6 knows 171:2,7 kosonocky 165:7 167:21 182:15 l l 9:22 10:3 50:12 211:23 224:17 236:10 253:23 l.l.c. 1:5 label 102:3 135:22 154:11 173:21 176:25 190:4 232:10 labeled 69:17 127:3 labeler 188:23 189:10 190:1 labelers 278:19 labeling 189:22 labels 139:4 labor 36:21,23 156:20 lack 29:15 164:11 lacks 151:12 152:11 173:4 193:2 197:13 213:4 246:7 256:9 273:18 lady 21:2 laid 93:22 landscape 102:5 lanes 273:9 language 90:5 136:25 201:14 278:8 large 32:17,18 34:9 35:1 36:20 38:23 50:23,25 114:8 223:4
--	--	--	---

[larger - long]

Page 26

larger 114:1,3 119:8,13,14 166:22 167:4 183:24 195:21 largest 34:7,24 35:9 117:25 larry 50:12 late 164:15 lawsuit 14:17 lawyer 121:7 layout 233:3 layperson's 192:15 leap 121:6 learn 15:14 153:19 learned 153:21,24 156:25 leave 259:11 leaving 27:6 left 26:2 205:25 235:3 236:10 241:14 242:14 legacy 22:5 118:12 118:23 legal 3:19 193:2 208:23 209:12 210:8 211:3 218:11 220:22 221:17 222:14 285:23 legalese 186:22 legitimate 258:7 legs 12:15 leon 2:3 letter 136:20 137:16,23 138:2 138:10,10 169:25 174:3,9,18,21 letterhead 137:21 letters 153:10 170:5,8,14,22	174:11 242:21 level 23:11 43:19 59:10 60:15,19,24 61:8 62:23 111:22 111:22 143:17,20 144:4,22 163:16 165:24 168:6,11 168:17 169:1,22 170:7 172:8 200:20 218:14 225:2 253:4 254:14 260:20,21 261:1 263:11 264:6 267:11,12 levels 49:4 81:2 143:11 253:3 lewis 3:7 lewisbrisois.com 3:9 liability 1:3 license 284:19 lics 253:4,16,16 255:12 261:25 263:11 267:10,12 lieu 8:21 limit 264:8 limitation 21:12 limited 41:15 79:7 127:23 170:15,17 171:17 211:1 limits 25:6 133:20 230:18,23 linden 226:23 line 6:3,6,9,12 34:2,7,24 35:21 36:12 41:15 45:5 63:19 69:3 70:1 74:8 78:11 84:8 86:21 114:17 127:8 139:9,18 146:4 201:3 216:6	217:12 249:19,20 260:6,6 263:20 267:2 286:4,7,10 286:13,16,19 lines 31:25 32:5 33:20 36:1,24 42:14 43:5,7 44:25 45:16 63:18 65:23 69:7,22 73:22 74:14 78:17 87:4 117:5,11,13 118:22 119:5 121:11 123:5,7 127:18 165:18,25 182:9,12,16,23 184:11 217:25 260:16 275:20 link 155:13 lipitor 189:6,8 liquid 251:2 list 16:24 89:19 91:6,8,14,18 104:1 132:11 195:9 196:5,7,10,10,13 196:14,23 197:5,7 197:16,19 198:7 listed 69:7 73:22 94:6 185:19,22 224:16 227:24 239:17 243:24 listing 138:25 lists 90:2,15 91:3 104:2 116:24 117:23 168:1 224:10 literature 279:9 litigation 1:3 8:5 14:11 18:2 20:4 66:1 181:25 182:3 220:6 221:15 222:24 229:21	240:19 241:7 lits 253:20,22 little 32:11 48:12 53:17 54:22 65:6 67:23 68:1,6 89:12,24 93:4 99:3 105:5 112:23 114:16 124:15 137:22 139:8 141:10 153:18,18 165:5 176:11 193:24 197:24 234:19 238:17 239:13 261:2 262:22 272:20 277:24 livenote 1:16 lives 35:16,19 llc 2:11 14:6 16:23 63:25 186:11 209:4 llp 2:7 3:2,7 4:4 load 184:1 lobs 165:16 local 159:14 location 262:12 lodge 11:12 110:11 197:11 logic 194:10 logical 95:17 114:13 logically 268:6 logo 68:11 long 10:4,7,11 12:10 19:23 20:8 25:24 27:1,13 75:18 77:12 88:18 118:17 120:17 124:23 184:6 235:12 236:20
---	--	--	--

[look - mapd]

Page 27

look 18:23,25 40:16 68:18 70:3 74:13 89:12 93:23 101:8 103:13 111:23 115:8 131:20 134:13 144:7 155:16 156:17 166:24 168:6 185:24 189:5 194:9 196:21 229:7 230:5 232:19,20 233:2 238:1,17 241:18 242:12 244:2,14 245:17 245:18,22 258:4 264:20,24 269:2 272:5 273:3	272:2,4,19,21 losartan 1:2 8:5 178:10,10,16,16 179:9,12 180:11 180:18 181:6 285:4 286:1 287:1 losing 248:12 loss 4:20 222:22 losses 206:12,22 207:2 lost 89:9 236:17 259:4 265:20 lot 21:1 27:19 31:6 42:16 51:14 97:4 112:8 126:2,4 153:13 155:24 169:9 171:2,7,14 172:8,9,22 173:3 178:4 179:5 201:14 225:2,5,7 236:11 243:5 253:14	m m 2:18 3:3 9:21,22 10:2,2,3 50:12,14 195:9,11 ma 31:18,19 54:25 209:22 mac 195:8,11,13 195:15 196:5,7,9 196:10,13,14,21 196:23 197:5,7,19 198:7 203:4 273:22 mac'ed 196:1 273:22 madp 37:18 74:21 94:5 130:14 maiden 10:9 mail 113:4 123:1 123:11,16,23 158:23 159:3,4,12 159:19,23 167:9 167:24 168:14 170:6,9,15,18 main 109:1 maintain 75:7,14 137:10 maintains 231:22 231:25 maintenance 96:23 208:15 major 23:13,14,21 makeup 72:21 making 22:8 83:21 101:5 134:2 148:3 150:19 151:10 178:21 man 156:15 manage 97:5,6 133:12 managed 134:9 136:14	management 20:18,20,20 24:7 24:16,18,19 25:9 30:4,5,5 76:11 133:9,16,23 134:20 149:6,10 150:9 174:17 manager 27:15 123:10 163:7 manalansan 3:17 277:1,2,6,13,13,14 manhattan 10:16 manner 9:2 167:13 manufactured 168:1 174:5 manufacturer 97:7 144:3,11,17 144:21 152:23 161:25 162:1 168:18 169:3,6 182:18 183:5 189:7 193:7 194:7 195:20 226:20 271:18 281:7 manufacturers 164:9 168:2 169:15 172:14,19 183:11 278:5,16 278:17 maos 21:10 map 93:16 228:1 265:2 mapd 32:9,11 37:21 70:8,13 74:11 75:4 84:9 94:5 102:4 130:6 139:6,25 140:1 146:2,6,6 209:22 210:20 235:25 236:4,24
--	--	--	--

[mapd5t - medicare]

Page 28

mapd5t 145:9,22 146:8 mapds 129:22 mapdst 4:13 mapping 92:25 93:9,13,22 95:2 96:10 march 219:6 220:21 margaret 1:13 7:2 8:4 9:5,20,25 284:6 285:5 286:2 286:24 287:2,4,12 marie 50:14 mark 101:13 154:6 162:21 173:17 225:25 229:6 239:7 marked 6:11 16:20 17:2 66:7 66:12 67:15,19 101:15,20 115:13 115:15,16,23 125:18,20,21 135:15 145:2 154:9,14 173:19 173:23 176:20,24 177:1 184:2,20 222:25 226:2 229:11,13 231:12 232:14 238:5 240:11,20 260:5 270:6,8,12 280:17 market 14:20,22 26:21 75:13 78:1 78:4 183:18 194:17 195:21 207:22 marketing 26:8 89:4	marketplace 73:10,12,14,18 marking 222:20 mary 9:25 master 4:20 222:22 262:12 match 117:5 226:13 241:1,11 materials 13:3 17:25 math 121:3,5 250:11 255:22 matt 238:3 275:5 280:7 282:16 matt.knepper 3:14 matter 8:24 28:18 55:1 58:23 127:6 222:15 249:11 251:16 matters 210:21 matthew 3:12 maximum 195:12 198:1,2,3,6 mckesson 3:5 mdl 1:2 mean 11:11 21:16 24:3 31:13 38:8 56:14,16,17 63:11 64:21 71:12 78:24 85:1 90:1 94:13 173:8 192:6,11 203:6 211:9 233:14 239:23 244:20 245:4 246:20,22 249:8 266:3 meaning 64:12 134:18 161:14 215:20 217:18	meaningful 240:8 meanings 74:12 means 21:17 24:4 24:18 72:3 74:24 93:13 95:4 147:2 147:6 159:17,17 188:23 191:17 192:7 198:3,3 199:4,13 227:19 246:21 260:10,19 261:10 264:2,8 meant 48:4 104:12 measure 109:12 mechanisms 196:20 medco 25:22 27:17,17 medi 194:4,6 media 8:3 65:14 65:18 125:7,11 156:2,6 206:3,7 259:15,19 medicaid 20:21 26:4,6 27:6 31:15 32:16 37:6 46:7 50:10 81:18 85:4 117:15,17 235:10 235:21 medical 80:7,14 114:5 128:3 138:4 medicare 4:18 13:16 19:1,12 20:21 23:11,16 31:15,18 32:9,11 32:12,15 37:6,15 37:25 38:2,4,4,5 38:13,24 41:20 43:2,3,7 45:3,7,20 46:7,14,16 48:7 50:9,17,18,22 52:12,15,25 55:10	55:16,20 59:6 60:3 61:8 62:1,11 62:17 69:16 71:14 72:2,5,9,13,19 73:2,4 74:25 78:18 79:7 81:18 84:10 85:5,7 87:16 88:9 91:19 91:22 96:21 98:9 100:16,25 106:4 107:20 117:8,9 119:13,14,17 120:1,2,8,14,20 121:16,18,19 122:12,15,21 123:5,6,19 127:4,5 127:5,7,12 128:12 129:15 131:12 135:5 136:5,8,10 139:11,15,17 142:10 146:10 149:5 182:9 185:7 186:5,15 187:23 188:1 203:11 205:18 209:18,21 210:14,17 211:15 213:2 215:19,20 215:22 216:15,20 217:8,12 218:4 221:10 228:16 230:25 235:7,10 235:16,17,20,21 236:1,22 237:6 238:25 242:5,6 247:21 248:1,5 249:22 254:5,6,13 254:21 256:11 258:7,8,10,18 262:1 263:22,24 267:9,19
--	--	--	--

[medicare's - moskowitz]

Page 29

medicare's 60:17	210:20 212:8	169:11,24 170:8	migrations 23:13
medication 124:5	215:3,4,5,10	170:14,20,23,25	mike 50:12
158:13,13 159:25	216:24 217:24	171:20 172:11	million 42:15
159:25 160:11	218:8 225:21	174:14,22 178:5,9	165:2 223:14
161:7 162:13	226:22 227:20	179:6,16 180:11	mind 187:2
178:9,23 181:24	230:2,22,23,25	181:17 182:11,23	mine 229:15
193:9 208:16	231:3,4 242:5,6,20	204:16 207:14	minus 203:11
231:3 250:25	243:5,6,13,16	208:8,19 210:4	269:10
251:12,16 257:10	244:8 245:5 247:9	217:13,16 218:4	minute 65:10
medications 96:23	248:2,25 250:24	218:10 223:24	114:15 176:12
153:8 157:20	253:3,6,9,16,17,19	224:4,6 225:10	183:25 184:1
160:15,22 161:12	253:20,22,24	231:23 232:1	202:5 205:24
181:16,19	255:12,13,24,25	248:7 251:3	238:16
medicine 167:25	255:25 256:3	257:11 264:2	missed 133:24
meet 24:25 100:2	258:25 261:9,25	membership 36:3	missing 20:23
meeting 17:14,16	261:25 263:10	36:8 43:13 89:6	missouri 3:13
124:20	264:22 267:10,17	105:17 242:13,25	misstates 246:7
meets 150:6	269:6,16,21	243:7	257:12
mem 241:20	member's 55:6	memory 135:9	mitigate 42:7
member 24:21	58:10 153:12	mentioned 21:23	mix 73:23 74:1
25:11 41:4 48:13	260:21 263:6	37:17 52:19	89:6 138:9
49:21 51:12,12	members 25:15	133:23 203:15	mmp 235:10,21
53:2,4 56:12 57:2	28:17 35:2,19,21	221:7 273:19	modifying 26:12
57:13,19 58:23	36:17 38:21 39:6	mentions 131:13	moment 11:5 78:1
59:3,8 80:6 98:4	39:24 42:13 43:2	merged 89:2	162:18
99:12 110:23	43:4 45:10,11,14	merger 118:16	money 84:15
117:25 119:3,4	46:6,24 53:19	mestre 2:2	269:23,23
121:19 123:25	65:3 72:22 75:8	met 9:16 17:12,23	monitoring 195:2
131:18,23 133:4	75:10 76:17 100:1	meta 145:11	month 134:7,13,13
133:11 136:21	105:21 114:5,10	233:13	267:13
137:5,6 140:15,22	116:25 117:24	methodology	monthly 48:15
142:14 143:14,21	119:5,9 121:11,21	187:19 194:2	112:4 133:1,2
147:1,10 150:5,13	121:25 122:1,21	metrics 35:11	134:1 200:22
151:5,10,17	122:21 131:19,19	miami 2:4	230:24 254:5
153:14 158:20	135:25 153:8,11	micromedex 81:14	months 183:18
159:1 161:6,6,22	157:18 158:2,11	middle 9:21 11:17	230:13
162:3 164:7	159:23 160:6,11	90:24	morning 9:12
165:17 168:19	160:20 161:11	migrated 107:23	morris 2:7 82:6
172:24 179:13	162:6,9,11 165:2	migrating 22:5	moskowitz 1:15
203:17,23 204:18	165:15 166:3,24	migration 23:21	8:8 284:3,19
204:19 205:6,9	167:5,24 168:5		

[mouse - nipd]

Page 30

mouse 71:3 move 110:21 136:8 212:12 222:12 moving 108:6,6 146:13,19 mra 198:1,9 msp 4:4,23 14:6 16:23,25 66:10 67:17 102:4 115:24 127:3 135:22 145:8 154:12 156:12 173:21 176:25 181:24 184:21 209:3 210:6,13,18 211:1 213:10,22 214:8 215:16 216:13,18 217:8 218:21 219:3,6,19 220:18 221:21 222:5,10 224:11 225:15 226:10 227:10,15 228:1 229:21 231:13,13 232:11 239:4 240:17,18 241:1,6 241:18,20 242:20 244:2,3,7,8 246:4 256:6,13,20,21,22 258:1 260:4 270:21 276:3,18 msp's 14:9 223:13 276:6 muddled 32:11 multi 14:10 multiple 33:21 36:16 169:15 240:2 multiply 201:2	mylan 174:5 226:20 n n 2:1 3:1 8:15 9:22 9:22 67:7 92:25 93:9,12,22 95:2 96:10 211:23 227:9,12 236:10 242:9 n.w. 2:8 name 8:6 9:19,21 10:8,9 25:15 64:4 99:9,15 100:4 111:4 115:10 116:24 131:20 145:9 146:8 151:9 151:22 152:9 186:21,22 188:23 188:24 189:10,11 189:11,17 190:1,2 190:4,4 191:19 211:21 230:1 233:9,12,23 235:5 235:11 236:17 238:23 276:25 277:3,22 281:4 name's 9:14 named 156:15 221:21 222:6 names 9:24 32:8 77:20 116:8 117:4 118:21 179:18 186:24 naming 87:9 nancy 227:12 national 178:3 native 4:8 101:16 114:22 nature 22:1 152:6 nbr 263:21	ndc 168:25 169:2 169:6 189:5 226:19 271:14,16 271:22,24 272:4 272:15 ndc9 272:3 necessarily 102:20 104:12 249:18 250:8 necessary 287:6 need 12:10,16 13:7 13:17 37:14 54:25 57:4 87:10,19 89:10 90:14 96:14 124:24 133:10 134:8 152:17 166:24 167:17 178:9 226:8 228:1 251:7 259:7 280:16 needs 37:11 46:1 46:12,15 84:24 87:23 98:16 99:8 142:20 151:15 158:20 negative 133:7,7 negotiate 113:2 194:12 203:2 274:13 negotiated 113:17 144:18 183:10,21 187:15,17 192:3 274:11 negotiates 144:20 negotiating 114:4 183:14 negotiation 184:7 274:15 neither 160:9 221:13 284:9	net 144:13 201:23 202:17 247:9,12 247:14 248:10 252:3 268:25 269:9 network 20:25 30:4 121:25 122:5 122:6,24 127:22 127:24,25 203:13 203:13 204:11,14 204:24 205:8,10 262:15 neurologists 80:17 never 9:16 28:23 93:14 164:3 173:6 228:18 236:19 250:11 252:11 269:20,23 276:10 new 1:1,14,14 10:13,13,16 14:12 22:13 26:11 27:12 29:20,21 30:25 32:17,18,22,24 35:23 37:2 44:21 44:24 51:19 64:23 67:5 71:15,17 80:12 81:12,12 88:7,15,16 118:9 132:17,18 134:7 134:18 139:24 151:10 155:13 156:19,22,23 157:1,11,13 159:16,24 162:1,3 185:11,12 235:16 236:4 237:11 newer 237:10 nf 94:12 nickname 10:6 nipd 70:9
--	--	---	--

[nkya - offering]

Page 31

<p>nkya 85:4,8,9 nod 12:1 nodded 126:21 128:17 nods 88:13 126:16 non 94:11,14 97:22,23,23,25 122:5 137:7 175:25 196:12 211:15 217:12 218:4 253:8,16 254:17 nonproprietary 191:19 nonstandard 53:5 54:20 55:22 nope 270:1 normal 115:6 normally 124:4 169:9 228:12 234:18 norton 3:2 nortonrosefulbri... 3:5 notary 284:4 287:13,19 note 13:25 175:1 238:5,8 285:10 noted 8:10 287:7 notes 13:5,12,13 284:8 notice 4:3 7:6 13:10,16 16:22 19:2 133:11,11 180:20 216:8 279:25 notices 212:14 notification 170:14,22 174:3 180:16</p>	<p>notified 166:25 notoriously 121:7 november 174:6 number 4:2 5:1 8:3 22:3 24:25 31:8,24 34:5 35:2 35:15,20 36:1 43:8 45:10,11 52:1 65:14,18 66:10 67:17 80:4 80:18 87:11 89:4 95:19 100:21 103:18,20 116:25 117:23 119:9 125:7,11 156:2,6 156:10,11 163:19 163:20 165:23 166:2 171:14,17 173:3 182:23 189:24 190:18 200:20,23 206:3,7 225:7 236:17 240:7,7 241:16,20 241:24,25 242:7,8 242:20 243:1,12 259:15,19 260:10 260:11 261:17 263:22 265:4,16 265:18 268:9 269:10 271:24 numbers 35:18 36:3 45:19 89:10 100:19 121:8,9 164:13 168:12 264:15 nurse 80:25 81:1 nysha 67:4 nyship 67:1</p>	<p>o o 8:15 9:22 10:3 57:25,25 188:18 188:20 o'clock 124:19 oath 8:22 object 14:13 15:5 28:12 39:1 46:17 48:9 50:24 52:13 54:4 59:14 60:25 61:10 64:11 75:21 79:15 92:9 110:15 113:12 122:10 129:4 134:4 138:13 140:16 144:5,19 149:18 150:10,24 151:14 157:4 158:8 160:24 185:20 204:2 207:18 210:7 213:13 219:16 221:25 255:5 256:8 257:5 275:6 279:1,21 objection 11:12 23:17 25:17 30:8 30:13 31:5 35:14 39:17 40:21,21 46:5 62:14,21 64:1,24 72:17,24 79:9 81:5 100:10 105:7 107:3 110:12 111:20 138:11 147:14,24 151:12 152:11 158:7 164:11 172:1,2,13,17 173:4 180:12 189:13 193:1,10 197:8,12,22 204:13 206:14</p>	<p>207:7 208:9,22 209:19 211:2 213:3 214:13 216:4 218:23 219:25 220:1,7,14 221:16 246:6 255:10 256:15 257:12 273:17 274:19 275:3,13 objections 9:1,3 11:8,9 275:23 obligated 161:18 obligation 172:23 obtain 114:9 122:22 obviously 73:4 97:16 140:14 169:3 occur 267:18 occurred 176:4 october 76:19 272:13 offer 28:17 31:4 38:25 43:16 45:2 54:1,7 55:18 56:19 69:24 76:22 77:15 120:15 158:25 204:23 280:19 offered 31:16 39:24 41:21 44:16 65:23 66:4 70:6,7 70:17 72:3 73:9 74:2 77:23 78:6 79:6 88:23 91:2 101:9 106:15 107:21 119:10 120:20 123:16,19 123:19 142:7 offering 88:19 105:6</p>
--	--	--	--

[offers - okay]

Page 32

offers 32:5 37:3 92:12 144:11	55:12,17,21 56:7 56:18 58:21 60:9	129:13 130:1,8,19 131:1,4,10,24	205:9,22 207:24 209:14,25 210:11
offhand 149:14 181:20	60:14,21 61:6,25 62:25 63:14,17,23	132:1,6,7,23 133:2 133:14,22,25	212:17 213:18 214:4 215:25
office 156:20	64:20 65:2 66:18	134:24 135:13	216:22 218:7,13
officer 80:7 138:4	67:3,23 68:10,14	136:3,15,17 137:9	218:20 220:25
offices 30:25	68:21 69:2,6	137:14 138:8,17	221:10,13 222:12
official 233:22	70:19,25 71:5,24	138:21,22 139:7	222:17 223:5,6,9
offline 115:2 238:14	72:2,7,11,14 73:16 73:20 75:3 76:6	139:13,20 140:2 140:13 142:2,4	223:20,22 224:9 224:15 225:14,24
offset 40:7 48:14	76:10,21 77:23	143:14,25 144:3	226:7,17,25 227:6
oh 13:14 19:22 20:12 27:11 56:1	78:10,11 82:10,18 83:21 84:2,7,19,22	144:25 145:6 146:7,14 149:21	227:14,18 228:8 229:6,10,24 230:5
104:15 188:12,15 190:23 198:20	85:9,19 86:17,23 87:13,17,21 88:11	151:9,23 153:1,16 154:1,5,8,18 155:2	230:18,21 231:10 231:21 232:3,8
205:4 223:17,20 232:2 235:3	88:18 89:1,8,11,14 90:16,22 91:1,13	155:5,12 156:9,24 157:8 158:2 160:9	233:7,10,23 234:11,15,20
236:23 242:17 263:4	91:17 92:2,12,21 92:24 93:9 94:16	162:5,9,17,20,24 163:13 164:1,6	235:14,17,23 236:2,5,13,25
okay 9:9,18 10:1,7 10:14,23 11:24	95:6,12 96:8,11,16 98:3,11,18,23 99:1	165:5,14 166:11 166:14 167:11,19	237:6,11,13,21,22 237:25 238:1,22
12:21 13:8,12,20 14:1,3,16 16:8,14	100:7,13 101:4,8 102:2,12,16,22	168:24 169:10 170:4,13,19	239:6,12 240:4,9 241:10 242:10,12
17:6,10,18 18:9,12 19:19 20:3 21:12	103:2,7,13,20,25 105:19,25 106:9	171:24 172:4 173:2 174:20,24	243:11 244:6 245:12 246:2,12
21:23 23:7,24 25:20 27:9,21	106:14,20,23,25 107:13 108:14,21	175:12,17 176:2 177:6 178:2,2	247:22 248:9 249:3,11,16,25
28:24 29:5,17 30:19 31:3,22	109:1,9,12 110:1 112:2,5,12,17	179:1,15 180:9 182:17 183:3	250:5,22 251:14 251:19,24 252:10
32:4 33:17,20,24 34:4,7,15,23 35:3	113:8 114:7 115:13,21,22	184:10,16 185:5,9 185:18,24 186:14	252:19 254:10,10 254:24 256:5
35:11,24 36:3,7,11 36:15 37:14,17	116:13,16 117:10 117:14,16,23	186:20 188:2,10 189:9 190:5,12,16	258:15 259:9,22 260:2,14,23 261:1
38:10,17 39:22 40:9,14 41:3,14,17	118:16,20,25 119:3,16,19,22	190:25 191:14 192:14,17 193:18	261:13,23 262:1 262:11,22 263:14
41:19,24 42:20 43:8,15,23 44:3,12	120:7 121:3 122:8 122:17,20 123:4	194:14 196:4,23 197:2 198:22	263:20 264:10,17 265:4,8,19 266:7
45:2,9 47:1,9,17 47:23 48:6 49:5	123:14,18 124:14 124:23 125:1,15	199:23 200:3,22 201:9,15 202:11	266:22 267:6,20 268:17,20,22
49:10,24 52:2,5,17 53:17 54:19 55:8	125:17 126:17,23 127:1,11,17 128:5	202:17,22,24 203:24 204:10	269:11 270:2,8,11 270:21 271:16,22

[okay - part]

Page 33

272:19 273:12 274:16,24 276:2 276:11 280:3 281:1 282:15 old 185:7 235:2 236:16 267:23 once 57:1,6,18 58:3 180:17 ones 18:24 29:9 44:19 70:15 120:1 120:2 218:16 233:18 262:23 online 204:15 op 266:12 open 82:15,17 101:19,24 102:1 115:20 125:19 131:5 144:25 223:4 226:5,6 269:22 operational 91:8 91:11 93:15 262:18 operationalize 90:7 operationally 26:10 90:6 operations 24:14 29:3,24 30:21 163:2 opportunity 79:15 opposed 41:24 86:12 91:7 92:4 99:14 105:21 151:10 200:3 220:13 231:7 251:11 option 71:18 77:24 140:4 161:24 237:23	options 103:1 121:22 122:22 180:5 234:16 oral 279:15 orange 243:20 267:1 oranges 273:1 order 4:7 68:15 122:2 123:1,11,16 123:23 158:23,23 159:3,4,12,19,24 167:10 168:14 170:6,9,15,18 192:19,24 193:8 282:13,19 ordered 257:17 organization 20:24 29:10,12 40:7 111:13 112:6 116:11 118:6 177:25 181:12 186:15 260:9 276:9 original 254:13 267:22 originated 232:25 otc 84:10,13,13 94:5 ought 134:14 outcome 21:20 202:13 284:11 outside 18:21 39:2 64:15 114:11 152:12 189:13 193:2 197:13 206:14 207:7,18 208:23 209:6,19 210:7 211:3 213:3 216:4 218:23 220:1,7,14 275:3	overall 36:4,8 66:4 100:16 144:10 overhauls 23:14 overlap 99:4 override 152:8 158:25 264:9 overseeing 21:24 23:10 oversight 20:18 owe 269:22 277:21 owes 269:16 owned 202:8 owner 191:6 p p 2:1,1 3:1,1 8:15 57:24,25 67:8 p.m. 283:6 page 4:2 5:1 6:1,3 6:6,9,12 7:4,5,6,7 7:8 89:10,15 92:24 93:2,3,6,7,8 129:7,10,11,12 131:5,9 132:9 136:18 138:19 139:2 142:3,3,18 146:15 155:7 156:17 162:21 165:6 166:15,15 166:20 167:22 177:9 178:7 187:10 190:18,20 190:21,24 193:19 197:25 201:13 202:22,24 223:10 223:17,17,19,19 227:7 246:13 286:4,7,10,13,16 286:19 pages 190:17 paid 14:18 40:4 48:19,20 49:8	50:6 51:15 61:3 140:14 160:12 199:5 200:14 201:23 202:18,19 202:20 203:7 208:21 212:8,15 213:25,25 215:9 215:13 223:13,24 224:3,5 226:21 247:10 248:24 253:4 254:20 255:2,4,14 256:1 256:22 257:2 266:18,20 268:25 268:25 272:19 paper 204:19 205:6 paragraph 157:10 185:18,24 186:7 190:22,24 193:19 195:8 198:1,22 201:16 202:13 223:9,12,16,19 224:9,10,21 227:4 270:16 parent 186:7,18 parkway 2:14 part 23:24 25:9 29:14 38:2,3,6,14 38:14,15,18 45:3,3 45:3,4,8 48:8 63:19 73:5 74:18 75:1 76:11,22 103:4 127:2 128:12 130:4 131:11 138:22 145:24 146:10 161:19 164:23 166:5 168:22 169:4 174:15 179:3 180:18
--	---	---	--

[part - pdp]

Page 34

187:1 195:23	226:18 227:9	269:7,7,8,25	204:7 252:4
202:21 210:5,14	228:5 229:22,23	payable 198:6	253:17 254:5
210:17,19,20,22	246:16,18,24	payer 51:23,24	pbm 47:11,13
254:18,21	247:1,7,9 263:2	52:2 200:7,13	58:16,21 64:12,15
participating 8:17	264:6 269:7,8	212:22	84:5 104:14
199:6,7 202:9	270:22,23 271:3	payers 51:13,14	112:17,22 113:11
203:3,18	271:23	51:15 52:8	113:18 114:4,9
particular 36:12	patients 15:24	paying 53:5 57:13	120:13,19 123:15
41:15 47:10 52:9	149:12 163:17,20	59:1 73:5 160:4	144:18,20 152:21
58:16,22 88:19	163:23 169:17	203:20,25 207:21	168:13,16,25
92:8,18 98:5	170:5,6 178:17	208:6,7 248:3	171:12 183:5
105:20 107:16,20	179:11 180:21	252:3 257:8,9,16	184:7,11,25
112:23 113:9,10	224:15,16 226:14	267:17	196:24,25 197:1,3
140:21,23 143:14	252:24	payment 40:17	197:16 200:8,8,10
150:3 160:20	pause 11:5 172:5	41:10,11 47:4	200:14,14,15
232:22 246:3	pay 10:25 40:4,5,5	48:21 49:14,15	238:8,9 274:12,21
251:19 264:22	40:6 41:7 42:9	60:6 98:21 122:2	pbms 183:14
271:18,23 274:7	48:1 53:6,14,19	137:10 143:1	187:18 274:18
276:5 280:15	55:3,3,23 56:13,14	198:4,5 224:22	pbp 261:3,4,6,8
particularly	56:15,17 57:7	227:4 246:24	pd 37:19,21
232:21	58:6,11 62:19	254:18 256:19	pde 49:3,25 50:8
parties 8:25	96:25 97:1 98:4	268:15 271:3	60:12 62:22
201:19 206:22	104:14 105:24	payments 30:6	200:23 252:9
213:10	113:9 122:3	42:8 46:23 47:19	253:10 256:4
parts 126:10	123:20 124:1,6,12	49:21 60:22,23	258:20 265:3
209:18	124:13 140:22	62:12 206:13,21	pdf 129:7,11,12
party 52:3 64:8,16	141:23,25 143:3,4	206:22 207:13,17	131:6 132:9
200:7,13 217:4	143:4,19,20 147:3	210:13,16 217:2	138:19 142:3
284:10	147:12 148:2,3,10	217:12 218:3,5	155:7 156:18
pass 41:9 198:23	148:14 157:12,19	222:9 224:10,21	162:20 166:15
198:25 199:1,4,12	160:5,8,8,12,12,14	225:3,15,22	187:10 190:18,20
199:23,25 200:12	160:16,17,17	226:12 241:5	190:21 193:19
200:18 204:7	162:10 179:13	270:16,18	201:13 202:23
248:20	196:15 199:21	payor 252:6	223:10,18
passed 48:1 255:1	200:15 203:22	pays 41:6 53:2	pdp 32:9,15 38:18
patent 191:4,6	205:13 212:22	54:20 55:25 58:15	55:1 74:11,17
patient 110:1	246:17,19,21	97:13 104:11,16	77:16,24,25 78:4,5
150:4 163:15	247:7,8 249:13	106:16 137:6	91:21 92:1,19,20
164:25 165:24	250:2 252:14,15	143:9,15 157:16	98:25 118:14
170:7 171:5,8	253:1,16 255:24	193:25 199:14,16	119:18,20 120:5
174:3 180:24	256:2 267:17	200:9 203:23	127:5 128:11,25

[pdp - plan]

Page 35

128:25 129:16,19 129:21 130:2,3,6 139:25 209:22 210:20 211:1 237:3,4 261:18 peggy 10:5,6 107:7 penalty 8:24 pending 12:18 14:11 77:9 pennsylvania 2:14 3:8 31:1 people 22:7,24 26:10 28:9 30:1,2 42:16,21 75:24 80:5 111:17 112:10,11 121:16 154:24,25 218:18 percent 53:2,5,8 53:12,14,20 54:25 55:5,8 57:7,13 58:5 124:13 143:4 148:14,16 percentage 42:21 51:6 56:9,11 58:11 121:15 249:8 performed 112:3 period 108:16 118:13 191:5 217:8 218:21 224:4 periods 19:15 perjury 8:24 person 8:22 17:16 63:12 214:10 250:5 255:16 263:21,22 268:23 personally 79:21 79:24	perspective 100:15,17,18 119:1 131:18 pertains 145:23 pertinent 196:8 pharma 2:16 pharmaceutic 2:10,11 pharmaceutical 192:5,12,20 278:17 pharmaceutically 191:19 pharmaceuticals 2:20 3:10 9:15 pharmacies 21:8 121:25 122:11 169:16 171:23 172:7,21,21 173:3 175:25 180:1 202:8,9,10 203:3,7 203:10 204:12,24 250:14 pharmacist 28:7 80:1 151:15 192:16 pharmacists 28:10 80:23,25 81:11 194:3 pharmacy 20:6,13 20:25 22:6,8,20 24:14 27:15 30:2 39:2 41:4,4 47:22 78:14 121:21 122:1,5,6,9,22 123:1,10,12,12 136:13 140:10,11 141:23,25 143:22 147:4 151:5,16 152:18 153:15 159:15,24 161:4	161:18,24 162:2,4 163:2 168:14,16 168:20 169:13,21 170:6,10 171:1,1,6 171:7,9,13 173:7 173:13,13 175:2 177:15 181:1 183:12 199:6,7,14 199:15,16,21 200:9,15 203:12 203:13,19,19,20 203:22 204:8,15 204:17 205:8,10 205:19 244:22 245:8 249:6,15,17 249:20,23 250:25 256:3 262:11,15 264:17,18,25 265:5,16,17,18 269:25 273:23 pharmacy's 172:23 205:11 phase 55:9 56:18 56:21,23 57:19,20 58:12,18,20,23 59:7 98:8 106:16 124:11 phases 58:10,17 phi 164:21 physical 30:22 physically 8:18 physician 80:10 137:4 150:2 181:6 physicians 80:8,12 80:16,22,24 136:23 179:3,6 pick 281:10 picked 171:6,9 240:23 pieces 185:21	pill 159:19 171:2 172:22 250:24 pills 157:13,15,16 159:14 245:10 251:20 pinkish 267:1 place 39:22 83:15 99:22 100:1 113:7 131:19 175:18 202:13 204:6 244:13 267:21 284:6 placed 108:13 placement 83:22 105:19,23 107:15 107:19 108:2,3 112:19,25 140:13 140:21 144:4 plaintiff 14:5 221:21 222:6 plaintiffs 18:10,17 221:14 222:23 280:20 plan 4:5 19:1,12 27:14 31:12,14,19 31:19 32:13,14,17 32:24,24 33:6,12 33:18,25 35:22 37:23 38:5,7,8,12 38:14 39:16 40:6 40:13,17,25 41:12 42:4,11 44:1,4 45:3,6,20,23,24 46:1,3,15,16 48:1 48:2,4 51:17,18,19 52:3 53:4,5 54:25 55:2,13,13,19 56:4 56:6 57:10 58:20 59:24 62:25 63:3 63:8,9,12,18,21,22 66:17,18,20,21
---	---	--	---

[plan - possibly]

Page 36

67:2 71:11,14,15 71:16,18,20,21,23 73:1,2,8,15,17 74:6,17,18,22,25 75:1,4,19 76:3,16 84:11,24 85:21 86:4,11,17,18,21 87:6,7,14,18,24 88:1,15,17,17,19 88:19,21,22 89:2,3 89:22,23 90:9 91:4,24 92:2,7,8 92:18 93:23 94:1 94:3,5 95:20,23,25 97:20 98:1,14,16 99:11 100:2,20,21 100:24 102:4 103:14 104:22 105:2 107:16,16 108:1,1,3,6,7,12 108:13 113:9,17 114:1,3,5,10 118:9 119:16,17,19 121:22 123:1 127:5,13,21 128:12 129:16,18 130:4 131:20 136:9 139:11 140:7,8 141:1,21 143:7,15 144:21 145:23,24 146:2,3 146:9,22 152:22 156:21 162:11,12 174:18 185:10 197:3 200:7,13 210:5 211:1 235:6 235:7,10,10,15,16 235:17,20,21,22 236:1,22,23 237:4 248:8 255:12,14 261:5,7,7,9,11,13	261:17 plan's 113:11 plans 4:18 23:11 24:20 28:16 31:3 31:16,24 32:20,21 33:21 34:5 36:19 37:4,7,9,14 38:2 38:18,19,24 39:7,8 39:10,13,23 40:1 41:20,22,25 42:1 42:18 43:17,19,19 43:24 44:13,15 46:21,21 47:15,17 48:8 52:12 53:6 54:1,2,7 55:18 56:19 63:10 64:10 65:22 66:4 68:18 68:25 69:17 70:5 70:16,17,20 71:7 72:3,7,15,16 73:4 73:9,22 74:2 75:6 75:7,8,11 76:8,22 77:16,21 78:6,8,18 79:6,8 84:4 87:3 88:9,22 90:3 91:2 91:19 92:13,15 94:18 95:18 96:13 96:17 98:11,23 99:7,8 100:14 101:9,10 102:17 103:4,5,8,9 104:3 104:13 106:5,14 107:15,20 108:2 108:18,20 113:17 114:8 119:9 120:9 120:14,20,24 121:1,16,17 122:9 123:18,19 127:7,8 128:2,7,11 130:2 130:10,14,16 136:5,10 139:6,9	140:12 142:6,6 146:10,13,25 157:19 160:21 176:6 179:17 185:7 186:10 197:6 204:22 205:18 207:6,15 208:21 210:17,23 211:15,16 213:2 217:14 234:1 236:19 237:7 238:25 248:5,6 254:21 257:8 platform 22:5,5,6 22:13 118:13,15 played 122:14 player 92:14 plays 62:4 plaza 3:12 please 8:12 9:3,9 9:19 12:24 34:17 99:2 112:20 134:25 137:18 140:18 159:10 175:4 176:21 222:2 252:21 255:7 278:9 282:10 plus 33:7,9 38:6 84:9 142:5 228:14 248:15 255:3 pnt 78:12,14,25 79:2,5,11,17,19 80:2,4,21 81:15 82:23 83:2,13,17 83:24 84:4 94:22 109:19 pocket 57:2,22,23 59:2 113:9 157:12 157:19 160:18 252:18	Pods 248:13 point 40:17 41:3 93:24 94:12,24 95:3,3 96:15 108:11 111:7 124:16 134:11 150:12,17 151:6 162:16 180:9,10 189:24 195:24 203:24 245:14 255:22 259:8 263:7 265:25 267:15 points 94:6,17 95:9 96:3,5,12 policies 175:17 207:1 policy 175:11,20 ponce 2:3 population 46:12 166:22 167:4 portion 50:23 51:25 52:20 59:5 62:12,18 160:13 219:22 247:12,14 position 177:19,23 178:21 279:19 positioned 131:22 positions 179:5 positive 4:13 134:17 145:9 possession 66:23 66:25 225:2,8 possible 42:10 52:17,18 87:13 162:5,8,11 164:21 164:24 167:7 215:14 225:11 possibly 72:22 220:11
---	---	---	---

[potential - processed]

Page 37

<p>potential 219:12 potentially 171:18 182:12 267:16 poverty 260:20 261:24 povlvi 260:19 power 92:17 114:4 248:12 ppo 127:4,8,14,21 127:24 128:7,11 130:2 131:14 140:4,8 142:11 practical 74:24 practice 80:11 136:25 151:16 predated 102:7 predating 219:9 predecessor 177:23 preexisting 89:3 preferred 94:9,10 94:11 95:12,24 96:3,5,20 97:10,22 97:23,23,25 107:11 108:16,18 108:19,22,23 109:2,4 122:1,4,5 122:9,11 123:21 124:1 137:7 141:2 141:3,15,19,24,24 142:1,13,15 146:23 147:4 190:8 premium 40:7 42:6,8 48:14,15,18 preparation 281:15 prepare 17:10 18:21 126:13 preparing 62:6 154:3</p>	<p>prescribe 181:6 prescribed 161:7 208:12 253:10 prescriber 100:5 257:17 prescribers 153:11 prescription 32:13 32:16 38:11 40:15 40:25 44:16,19,22 47:24 49:3 50:4,8 50:23 51:3 52:21 59:16 62:2,3 64:13 98:5 109:23 124:4 128:2,5 129:16 141:3,4 142:15 143:22 151:11,17,19,22 152:3,19 153:13 153:15 157:11,13 159:16 162:4 171:8,13 186:4 191:17 194:1 195:2 201:20,21 201:23 202:3,4 203:8,18,21 204:1 205:10 213:24 227:20 228:6 230:24 231:7 244:22 245:4,15 249:13 261:6 265:18 prescriptions 47:19 62:13,19 147:7 183:6 204:25 207:5 208:20 225:9 254:21 presence 18:21 present 3:16 8:18 81:15 83:13</p>	<p>president 20:6 24:13 26:4,6 177:14 presumably 148:12 presume 12:22 pretty 12:10 164:18 171:15 173:14 179:10 202:15 228:13 250:12 267:18 previous 10:8 24:12 265:8 267:25 268:1,8 previously 24:13 282:11 price 56:4,5,8,13 93:24 94:6,12,17 94:24 95:3,3,9 96:3,5,12,15 97:7 112:22 137:4,5 140:22 148:8 193:20 194:3,6,9 194:12,18 199:24 205:11,21 273:14 priced 106:10 prices 58:15,17 112:17,20 193:25 195:3 200:14 203:7 pricing 25:9,10 104:6,11,13,13 113:1,21 114:9 124:15 143:6 194:8 195:15,24 196:15,19 198:8 198:17 199:12,24 200:4,7,12,18 203:12,14 204:7 228:12,16 238:8 248:20 274:11</p>	<p>280:14 primary 51:22 80:18 109:7 179:6 264:3 princeton 2:10 printed 279:9 prior 24:11,23 25:20,21 27:6,10 27:15 36:6 41:11 43:13,14 70:6,17 70:21,22,24 76:19 77:10 122:13 126:24 133:11,18 150:12,14,15 202:7 264:11,13 264:14 266:6,8,10 266:12,13,14 276:10 proactive 179:8 probably 13:17 30:14 34:15 35:22 64:25 107:24 114:3 122:12,12 169:7 222:13 234:22 243:8 267:25 268:1 275:7 problem 12:17 21:4 278:10 proceed 9:10 11:13 process 22:13 40:15,15 42:9 46:20 51:21,24 59:12 62:5,8 150:4 182:4,7 183:16 202:12,20 204:17 205:18,19 221:7 266:6 processed 21:21 51:11 59:19 63:23</p>
--	--	--	---

[processed - quote]

Page 38

144:18 169:21 205:7 246:1 255:21 processes 64:13 processing 22:8,21 63:4 201:17 produce 13:23 produced 66:1,9 67:16 102:3 114:23 115:3,24 126:6 127:2 130:21 134:12 135:21 184:23 225:16 226:9 229:21 240:19,25 241:2,7 270:24 280:18,21 product 26:20 84:18,19 88:6 100:16,16,23,25 101:7 112:11 116:17 175:4,14 175:19 271:24 272:21 273:16 production 6:5 productive 124:22 products 1:3 26:9 26:9 professional 28:18 profit 200:10 program 67:6 87:24 142:20 156:19 174:17 programs 20:21 20:21 project 22:7 projects 20:15 21:24 22:2,14 23:9 promise 270:5	proportion 51:3 proposed 4:19 208:19 218:8 222:22 proprietary 191:18 protocols 169:11 provide 13:22 39:4 79:19 90:21 110:24 133:10 195:5 207:1 233:7 279:25 provided 4:23 18:10 102:12 167:15 181:24 226:10 239:3 276:3 provider 20:25 30:3 110:23 150:5 153:14 162:3 180:19,21 providers 80:18 179:2,16,19,22 180:4,7,16,23 provides 38:22 40:8 112:8 186:2 186:3,9 202:25 providing 150:5 175:3 203:14 208:11 provision 115:6 186:3 275:8 psychology 27:24 public 126:7 131:25 138:23 284:4 287:19 publicly 102:20 103:23 104:9,15 104:18 105:14 published 109:16 109:17	pull 115:14 135:14 135:18 138:17 168:5,21 176:22 183:23 184:18 pulled 131:17,24 138:23 166:21 228:22 232:7 276:8,9,22 punitive 221:21 222:6 purchase 84:15 159:7,13 purchased 172:11 205:8 278:21 purpose 178:20 purposes 24:24 34:19 38:13 89:7 118:21 121:4 184:22 190:14 191:8 226:7 239:20 273:12 pursuant 219:21 221:24 222:9 put 78:10 83:18 88:4 115:4 125:17 126:5 134:18 135:13 144:25 171:2 237:15 240:13 251:2 270:9 282:5,19 putting 129:20 q qc 167:14 qualifications 143:16 qualifies 143:21 qualify 51:20 189:20 quality 20:19 30:4 quantified 166:12	quantify 34:5 166:9 quantity 25:6 133:20 230:12,18 230:22 251:20 264:8 272:24,25 273:14 query 232:25 question 11:11,18 11:19,21 12:18,19 12:23,23 67:12 77:9,14 81:8 100:7 110:11 121:4 128:19,21 128:25 135:1 138:5,5,6 147:19 149:20,23 151:1 155:22,22 172:3 190:6 207:10 217:5 218:7 222:13 225:5 251:9 255:6 257:24 273:13 275:17 277:11 questioning 114:17 216:7 questions 6:11 11:4,4 12:22 16:12 67:13 126:4 138:19 226:8 278:1,2,13 280:5 280:12,22 281:22 quickly 16:16 quite 97:4,8 151:25 187:23 195:19 242:1 253:7 quote 57:19 192:19 224:22
--	---	--	--

[r - recovery]

Page 39

r	87:19 90:7 100:7	180:22 181:8,17	recognizes 85:3
r 2:1,13 3:1 8:15	100:24 105:18	181:19 182:13	215:7
9:21,21 10:2,2,2	189:23 192:15	183:1 194:22	recommend 83:15
57:24,25 107:4,5	212:8 222:11	207:2 217:22,23	recommendation
188:18,20 211:23	226:22 228:1	219:9 270:15	83:20,22 178:22
268:19 284:1	236:19 239:23	279:4,8,13	recommendations
286:3,3	255:3 266:16	recalled 151:4	79:11 81:19 83:13
random 240:24	267:12 273:23,24	152:19,24 153:3	109:18
range 31:11	reason 12:11	161:8,16 164:9	reconcile 201:20
239:21	66:22 130:1,3	168:2 170:12	259:2,3
rate 59:6 112:13	168:4 285:11	171:18 172:11	reconciliation
203:10 250:4	286:6,9,12,15,18	175:4,14 179:10	202:12,20 258:23
273:24	286:21	183:5 211:14	record 8:2,11 9:19
rates 111:3 203:2	reasonably 179:14	216:1 217:13,19	11:10,20 12:7
ratings 20:19	238:19	218:4 219:13,14	40:10 50:5 65:15
rawlings 211:19	reasons 11:10	220:5 224:6,23	65:19 66:9 76:25
211:22 212:2,5,6	173:15	278:20	77:2,4,7 78:12
212:11,11,14,17	rebate 60:2	recalling 15:24	79:15 81:22,25
213:1,11,23 214:3	rebates 61:8 144:3	recalls 175:19	82:3,12 102:2
214:12,19,22	144:12,13,16,17	182:18 206:13,23	114:22,25 115:5
215:11,12,15,18	144:23 201:9,10	receipt 285:18	115:22 125:4,8,12
215:23 216:3,10	rebecca 116:2	receive 42:8 48:6	135:20 145:6
216:16,21 221:2	recall 13:11,16	143:19 159:20	147:15 154:10
rbk 1:6	15:23 16:3 36:11	168:25 183:4	155:25 156:3,7
reach 57:6,19	116:17,18 117:1	201:10 204:24	173:20 176:15,18
151:8 172:23	118:1 121:12	205:18	176:23 184:19,23
180:9	124:3,15 130:8	received 13:11	206:4,8 215:3,4
reaches 57:3	141:15 147:9	19:2 48:15 163:6	222:21 232:10
read 7:6 67:25	151:7 152:6,17	167:25 206:21	233:22 238:5,9,13
68:4 83:5,9	153:2,9,17,20	244:17 270:22	257:13 259:16,20
110:10,13 128:22	155:14 157:1,9,21	receives 254:12	267:11 280:19
132:21 159:9	158:4 160:15,23	receiving 41:11	281:23 282:5
167:1 255:6,8	161:13,14,20,22	102:15 271:23	283:1,4
285:9 287:5	161:23 162:7	recess 125:9	recorded 8:3
real 212:6 255:11	163:8 164:19	recipients 116:8	recording 12:3
realized 77:12	166:5,6 167:5	recitals 185:25	recoveries 219:23
really 10:11 13:17	168:12,23 169:14	recognize 131:23	recovering 219:20
15:22 19:18 24:9	169:25 170:1,21	179:19 260:12	recovery 4:4 14:6
24:25 27:13,20	174:4,16,19 176:3	266:25	16:23 209:4
38:9 40:2 43:21	176:8 177:8 178:3	recognized 212:10	216:15 219:20
51:23 73:14 87:8	178:23 180:15,20		221:21 222:5

[redacted - reporter]

Page 40

redacted 263:3 reduce 132:16 reduces 52:1 reducing 195:21 ref 265:11 refer 13:21 33:2 34:15 37:25 38:1 38:2 57:12 73:24 84:10 85:16 86:2 86:6,15 87:6 97:21 107:7 139:5 261:14 278:2,14 reference 126:9 134:7,12,21 241:11 265:12 referenced 202:12 227:4 285:6 references 271:3 referencing 137:15 167:9 202:10 referred 38:18 44:5 60:2 97:18 134:22 referring 13:3,24 13:25 40:11 49:8 78:21 97:21 107:8 159:4,14 163:8,10 163:19,22 185:16 234:2,8 277:5,12 278:5,16 refers 78:14 85:20 95:8,16 226:18 235:1 260:15 refill 171:13 230:19 refills 162:1,2 170:16 230:12 264:23 reflect 94:21 231:20 256:14,22	267:22 269:7,9,9 reflected 254:3 256:6 258:1 266:1 267:8 reflecting 145:14 refreshing 101:25 regard 13:12 23:15 regarding 13:11 81:4,7 82:24 83:1 114:9 153:7 178:5 201:9 218:5 225:14 278:25 279:9,16,20 regardless 128:7 143:21,25 196:5 251:14 257:2,20 regards 8:4 regularly 15:7,8 195:25 regulated 143:10 regulation 22:22 22:22 26:13 regulations 20:17 72:19 151:16 173:13,14 regulatory 59:23 reimburse 41:9 49:15 199:16 200:8 250:15 252:4 256:4 258:8 reimbursed 49:4 160:10 204:20 252:15 258:17 reimbursement 46:14 49:12,14,22 59:6,22 60:7,18 62:23 198:1,2,4 203:2,10 reimbursements 50:21 60:22 61:8	183:4 204:25 206:21 reimburses 200:13 252:5,18 253:17 reject 150:15 related 25:10 118:4 158:4 177:8 199:8 211:14 284:10 relates 1:4 101:11 relating 19:12 64:9 169:25 174:4 206:12,22 207:2 213:11 216:1 219:12 221:23 222:8 225:3,8,18 241:2,4 relation 14:8 relations 156:20 relationship 27:2 28:19 67:1 220:22 released 132:20 relevance 275:7 relevant 19:5 201:1 216:8,11 229:20 rely 171:22 195:4 remain 268:13 remainder 170:20 remaining 103:8 remember 13:25 16:6 57:16 134:7 235:5,11 236:16 236:21 253:2 255:15 reminding 13:14 remittances 199:7 remote 11:5 remotely 8:20 removal 135:24	removed 136:22 137:1 removing 134:19 repackagers 278:18 repeat 70:11 128:20 137:18 140:17 141:10 149:21 155:20 213:20 247:5 268:4 276:14 replace 161:21 181:2 267:23 replacement 124:5 147:11 153:8 157:20 158:13 159:19,25 160:6 160:11,14,20,22 181:16,23 190:14 report 4:22 59:17 167:12 227:3 229:20 272:8 reporter 1:16,17 7:7 8:8,11,16 9:9 11:1 12:3 18:3 22:18 23:5,7 25:3 28:1,4 32:10 33:8 35:4,6 40:20,23 44:7 45:24 46:9 50:7,11,19 53:10 57:24 58:1 67:4,7 70:9,11 71:19,23 74:3 80:9 82:7,10 83:4,6 85:11 99:2 107:2,5 110:18 116:20 124:9 125:3 126:18 128:14 134:25 137:17 142:22 145:18 149:19 155:21 158:6,9
--	--	--	--

[reporter - right]

Page 41

159:8 171:4,25 172:4 177:18 188:17 191:25 195:10 198:18,24 199:2 206:16 211:21,24 213:19 214:2,4 228:24 229:3 235:8 236:8 242:3,8,10 247:2,5 247:16 252:20 253:19,22,25 259:7 261:19 262:3 263:25 265:10 266:8,12 268:17,20 271:20 276:13,23 277:8 277:17,20 278:7 281:1,20,23 282:6 282:15,21 283:2 284:4 reporting 8:19 9:2 167:6 215:8 reports 217:25 226:10 represent 9:14 68:17 126:5 130:19 145:9,10 219:5 225:15 227:14 229:18 260:8 275:21 281:5 representation 80:13 representations 278:24 representative 14:5 16:10 221:22 222:7 representatives 221:14	represented 219:7 representing 237:14 represents 194:6 request 6:1,5 100:5 110:6,21 136:23 requested 83:10 110:14 128:23 137:3 150:5 255:9 requesting 150:15 requests 111:9 151:18 require 230:21,23 required 110:3 121:25 122:2 160:5,8,14,16 287:13 requirement 24:24 54:12 106:5 requirements 133:18 149:12 requires 22:23 109:21 192:23 193:15 reread 159:9 164:20 research 81:14 residence 10:17 resident 63:14 residents 64:22 65:3 resources 27:8 109:17 respect 281:11,15 respects 86:10 respond 282:18 responded 176:7 responds 169:12 response 128:15 158:3 167:20	175:19 257:15 responsibilities 16:9 20:10 21:1 23:25 26:5 76:3 76:12 responsibility 58:11 responsible 20:12 20:15,18 23:25 26:10 150:7,17 174:21 183:13 214:11 restate 121:23 222:2 restricted 1:9 184:24 restriction 99:22 99:23,25 100:1 152:8 214:25 restrictions 100:8 149:6,9 150:9,23 152:5 result 267:16 284:11 retail 113:4 161:17 167:8 169:11,13,16,22 170:24,25 199:6,7 199:21 202:8 203:2,18 205:11 retailers 278:18 278:18 retained 218:9,16 retention 89:4 retired 72:10,11 73:2 retirees 71:17 72:4 72:6,6 85:23 retrospective 212:6	return 161:23 285:13,17 returns 175:3 reuter 177:11,11 reveal 275:10 revealing 209:11 reverse 148:7 review 17:25 19:16 81:11 104:21,21 132:24 157:2 187:8 278:23 279:9 285:7 reviewed 18:20 19:11 117:6 126:14 147:2 154:2 217:22 reviewing 240:16 rid 90:24 right 9:16 10:6 12:25 15:22 16:3 17:20 18:7 20:24 21:13,22,22 24:1 24:21,21,22 27:12 27:21 28:14 31:13 33:3,19 34:5,23 37:7,18,23,24 38:6 38:7 43:20 50:15 52:22 54:21 55:23 56:9,12,23 57:8,16 58:13 59:3 65:21 67:13 69:11,16 71:8 74:9,19 75:1 78:9,17,22 81:12 82:22 86:7,20,20 87:22,24 88:15 89:8,17 90:10,11 94:6,7 95:1,1,15 96:20 97:6 98:9 101:12,25 103:9 104:1,4,7,16
--	--	---	---

[right - scripts]

Page 42

105:22 106:12	270:3 271:14,18	s	180:21 186:7
107:17,24 109:24	272:1,4 273:2,5,16	s 2:1 3:1 4:1 8:15	187:4 190:5
110:7 116:23	273:20,21 274:8	9:22 10:3 50:13	191:17 198:2
117:2,7,18,21	280:12,23	67:7,8 156:15	201:19 223:13
118:24 119:17,22	rights 216:1	211:23 237:1	227:10 233:24
120:23 125:23	risk 39:20 40:6	253:23 286:3	238:22 241:15
127:15 128:9,12	42:6,7	sachs 116:2	261:25 267:12
129:3,19 131:4	rivero 2:2	safety 24:24	274:9
134:8 135:9,20	riveromestre.com	108:25 109:10,11	scenario 147:23
142:9,16 144:1	2:5 285:2	132:19 144:9	159:5
146:20 147:3	road 3:8	173:9 211:11	schedule 48:17
148:2,3,7,15,17	role 20:8,11 24:11	sale 40:17 41:3	schedules 198:4,5
150:19 151:21	24:12 28:9 29:2	150:12,18 180:11	scope 23:17 46:5
152:14,16 158:14	184:6,8 212:19	195:25 203:24	64:1,11 114:11
158:23 161:16,17	rolled 63:8	265:25	152:12 189:14
161:17 162:17	room 8:19 10:19	sales 26:8 208:19	193:3 197:13
163:5 164:10,19	259:11	228:17 258:12	206:15 207:8,19
165:12 166:14	rose 3:2	sam 237:1	208:23 209:6,20
168:17 169:22	ross 3:3	samantha 50:13	210:8 211:3 213:4
171:22 172:21	rough 82:5 282:9	sample 136:20	214:14 215:21,23
173:9,12 184:16	282:12	saturday 159:16	216:5,17 218:24
185:19 186:16	roughly 35:25	159:21	220:1,8,15 275:4
187:3 190:10	45:18 281:6	saw 67:10	screen 13:6,9
194:16 200:4,10	row 69:3 70:1	saying 34:11 90:6	16:16,16 17:20
200:16,24 203:21	74:13 86:22 89:9	156:16 162:22	66:6 67:14 78:11
204:1,8 206:10	89:17,23 92:22,25	165:15 168:24	82:15,19 90:23
219:15 222:19	93:24 95:1 103:13	179:8 189:23	101:17
223:18 224:13	241:15 262:1	246:25 250:5	script 162:1
225:7,14 227:4	rows 244:15 272:7	263:6 266:16	scripts 3:14 4:6,15
230:24 231:11,11	272:12	says 69:3 70:1,2	13:11 15:17 16:5
234:17 235:3	rude 12:6	78:12,19 89:18,18	19:2 21:19 22:9
238:25 239:16	rule 16:10,24	92:25 94:8 95:2	24:5 25:22,25
240:9 241:17	150:13 158:20	103:14 116:10	26:3,6,9,22 27:3,5
243:4,18 244:9,10	159:1	120:2 132:10,13	27:10,16,18 41:6,6
246:5,16 248:10	rules 10:24 134:9	136:23 137:20	41:7,8,11 47:1
248:16,21 249:1	214:17	139:3 141:6 146:8	62:9 68:11,18,24
250:17 253:14	run 21:18,19	156:18 157:8	84:3 85:3,16
254:19 256:2,7,14	214:17 215:8	159:6 163:13,15	87:10 90:4,17,19
256:24 257:3,19	rx 265:16	166:21 167:24	90:20 91:9,22
260:17 263:2,17		168:4 169:15	93:15 94:19 96:14
268:7 269:4,16		175:1 178:2,9	102:10,13,15,16

[scripts - service]

Page 43

112:8 114:25	153:16 157:10	224:13,17,19,24	senior 163:2
116:2,14,25 117:6	173:17 201:14	226:23 227:10,13	sense 49:18 69:18
118:22 120:13	222:18 225:23	228:12 230:3,7,13	131:25 168:9
123:9,15 134:3	227:7 229:16	230:17 231:1,2,14	226:15 227:16
150:7,11,22 152:7	246:13 265:20	231:15 233:3,24	241:8 242:22
153:25 154:24	271:12,13 274:4	234:6,20,22	270:25
157:2,6,9 158:4,17	280:8	236:14 237:18	sent 41:5 153:10
158:22 159:18	secondary 51:23	238:5 241:12,16	153:15 162:4
160:10 163:11,16	seconds 81:21	241:20 243:6,22	164:7 168:19
164:2,2,24 165:12	section 80:16	244:15,25 245:1	169:24 170:7
165:23 167:6,8,15	93:22	245:17 246:1,14	179:22 205:6
168:13,16 169:11	security 242:1	246:17,19 247:23	285:14
169:20,25 170:5,7	sedat 166:21	248:1 255:17	sentence 174:25
170:9,14 174:3,16	see 16:16 52:11	256:17,20 257:25	186:6 201:16
174:20 175:9,11	67:23 68:10,12	258:2 259:5 260:6	sentry 2:14
180:2,10 184:10	69:4,10,14,15 71:2	264:24 267:3,9	separate 31:15
185:10 187:18	74:8 78:12,18	268:8,9 270:7	32:20 36:25 38:7
188:5,25 194:13	86:19,23 87:10	271:6,8,14 272:3,9	52:3 87:3,4,25
195:4 196:8 197:4	88:12 89:19 92:22	seeing 273:15	88:5 89:2 118:13
197:19 199:20	93:1,10 94:1,9	seeking 222:23	118:23 129:18,22
201:5 203:1,6,9,19	95:19,25 96:19	seen 16:25 17:6,8	130:1,17,23
203:23 204:6,16	98:12 102:6	68:9 116:5 126:23	131:14 198:17
204:20 205:17	103:15 108:5	155:2 174:8,8	220:12 228:3
214:19,21 215:7,7	116:2,9 117:21	179:16 185:2,8	233:18 254:7,9,9
217:24 219:13	119:6,23 129:15	222:14 223:6	254:16
246:25 248:19,24	132:11 136:1,5	232:22 276:10	separated 87:4
249:6 252:4,5,12	138:24 142:11	select 35:13	129:25
255:1 260:12	146:15,16 154:21	194:12	separately 167:12
261:21 262:14,20	154:22,25 155:8	selected 198:5	september 145:12
265:6 274:25	155:10,14 157:16	selections 126:9	218:22
275:2,24	161:24 162:21,25	self 39:19 40:1	series 4:4 11:3
scroll 68:5 70:15	163:17 165:20	41:21,25 42:25	14:6 16:23 264:15
89:8,11,21 104:1	166:18 167:22	46:21 47:17 48:4	serve 42:14
131:8 136:17	168:7 169:18	55:12,15	serves 36:16 45:12
146:14 165:5	174:6 175:6,22	sells 41:4	45:15
193:18 227:6	178:12,18 181:9	send 138:9 170:22	service 30:3 61:15
second 33:5 54:14	185:2 186:12	267:11 282:9	61:19 226:19
54:16 92:24	187:12 189:1	sending 165:14	227:15,18 228:2,4
101:14 109:21	190:18,25 191:23	178:22 214:11	228:9,23 229:1
114:20 131:4,9	199:9 201:25	217:24	230:3 231:12
135:14 146:15	205:24 223:15		240:1 243:20

[service - sorry]

Page 44

244:9,12,15,25 246:3,5 264:18,24 265:15 271:4 272:6,9,13 services 28:16 29:7 38:22,25 39:5 41:14 50:10 50:18 63:24 186:10,11 set 21:17 53:6 56:15 65:7 68:19 90:14 102:22 113:1 175:20 199:6 214:15 226:7 278:2,13 284:13 sets 91:10 setting 94:17 203:7 setup 20:13 91:9 95:10 143:19 205:16 seven 157:15 share 16:11,15 29:5,6 35:12 52:1 54:25 55:6 56:12 58:9 66:6 82:15 82:19 98:23 101:18 104:11 105:24 107:14 115:14 125:18 145:1 147:12,19 147:22 148:2,17 154:9 164:3 166:23 176:21 178:5 184:17 195:21 205:4,5 212:10 213:23 214:16 219:22 222:19 225:25 240:11 267:18	268:12 270:9 shared 61:15,19 112:7 shares 143:9 sharing 58:4 59:2 101:17 139:1 141:3,4,8,14,15,19 141:20,22,24 142:14,15 143:6 205:3 sheet 230:11 285:11 shipped 159:20 short 12:13 65:8 65:16 77:5 82:4 114:18 124:17 156:4 158:21 176:16 206:5 259:17 shortages 194:17 shorthand 284:3,8 shortly 16:1 164:19 show 234:16 showed 129:22 151:5 showing 16:20 66:7 165:16 shows 165:17 200:25 shrunk 36:9 sicker 46:11 side 73:17 128:4 140:11 216:2 244:16 254:17 256:7,13,20 260:3 sign 7:6 138:10 285:12 signature 137:22 138:1,6 155:17 156:17 284:18	signed 285:20 signers 18:6 significance 138:8 significant 36:12 36:14 138:1 signify 120:25 similar 68:23 101:8 179:21 197:6 similarly 65:2 simple 187:21 simply 38:11 138:14 189:25 190:3 237:17 single 4:25 79:5 98:14,15 99:10 108:7,8 240:24 262:24 263:23 singular 240:14 sit 30:12 sites 30:22 sitting 182:22 situation 16:12 124:1 133:10 152:18 174:19 175:21 181:5 258:14 six 169:5 230:13 272:7,12 size 35:12 36:6 skip 67:12 126:3 153:18 slight 250:13 slightly 101:2 slow 102:1 159:9 247:3 278:9 small 32:19 36:21 38:23 smaller 114:5,10 smallest 35:20 92:22	smith 3:7 smp 248:6 snp 37:9,11 45:23 45:25 46:3,6 70:8 70:13 84:22,23 86:24,24 87:21 88:3 98:11,16 99:7 100:2 139:25 143:7 snps 98:13 social 242:1 solco 1:5 2:11 sold 194:7 solely 80:24 solution 44:1,13 93:15 251:2 solutions 20:7 43:19 177:15 285:23 somebody 111:12 133:8 166:13 178:21 181:12 194:24 205:9 263:16 276:7,9 soon 101:17 282:21 sorry 17:15,19 18:3 19:20 25:3 40:21 44:7 61:17 70:9,10 85:7,11,12 90:24 99:5 125:5 126:22 130:12 132:4 137:17 141:11 155:19 157:24 159:8 177:13 187:6 188:12,16,17 190:21,23 198:3 198:18,25 202:23 206:16 211:25 213:19 214:24
---	--	---	--

[sorry - structure]

Page 45

220:18 227:11 230:6 231:24 243:2 247:2,3 248:12 252:20 253:21 263:25 276:13 277:8 278:7 281:24 sort 40:3 84:17 133:13 sorted 230:2 sound 135:9 sounds 57:16 source 131:25 137:23 138:24 194:4 276:6 span 194:4,6 speak 10:25 38:4 47:14,14,15 214:7 275:20 speaking 38:5 117:25 133:6 277:9 special 37:11,14 45:25 46:12,15 84:24 87:23 99:7 142:19 specialists 179:7 specialties 80:19 specialty 94:12 95:24 97:17 specific 81:18 84:8 106:10 146:9 149:11 165:24 166:2 168:5 171:20 175:17 196:23 197:2 199:7 225:21 243:12 275:10 specifically 37:2 64:21 187:10 193:11 211:5	260:23 specify 198:5 speculate 28:25 speculating 12:25 speculation 257:14 273:18 274:20 275:4 spell 9:18 10:1 spending 62:2,3 spent 57:2 spoken 18:16 sponsor 40:18 41:12 48:1 55:14 71:16 92:2,7,8 156:21 sponsored 36:20 43:15 72:16 73:15 261:10 sponsors 85:25 spot 265:21 spread 199:13 200:4,6,10 spreadsheet 70:20 232:6 237:14 239:3,9 243:3 245:13 256:7 266:24 267:8 271:6,7 spreadsheets 240:18 241:12 st 3:13 stabilizing 195:15 stage 52:21 53:1,3 53:13,19,19 54:3,8 54:11,14,16,17 57:10 143:2,3 253:6 255:15,20 263:8,9,12,13 stages 52:24 263:16	stamp 66:2 115:24 145:7 184:21 stamped 240:16 stand 71:10 standalone 38:18 74:18,25 76:22 77:16,24,25 102:11 128:12,25 237:4 standard 53:4 54:20,24 56:11 57:10 91:22 92:4 92:18 98:14,15 99:11 141:2,8,14 141:19,22 142:13 175:9 187:16,18 193:14 239:24 255:13,25 standing 282:13 stands 50:18 121:2 195:13 227:15 261:7 star 20:19 stars 96:24 start 199:18 252:21 263:7 278:10 started 15:21,22 15:25 16:2,4 27:5 153:22 215:18 263:11 277:11 starting 134:11 starts 155:7 166:16 187:9 261:7,8 state 9:3,18 20:17 22:22 32:17,20 51:10,18 67:5 172:16 280:12 stated 169:4	statement 223:12 states 1:1 26:13,14 26:16,17 30:19 32:23 static 268:13 status 51:11,12 262:9 stayed 36:9 43:10 161:15 stenographic 8:11 stereotype 284:4 step 25:5,10,14 99:21,23,25 100:1 100:2,6 109:20,21 109:23 110:3 111:8 133:17 149:11 150:8 152:5,8 180:23 steps 153:6 stipulations 6:8 stock 27:12 stop 209:14 216:6 234:11 stopping 124:16 straight 49:6 straightforward 187:21 street 2:8 10:13 29:19 strengths 178:10 stretch 12:14 strict 202:15 strike 15:12 210:2 217:6 271:11 structure 19:1,12 54:20 55:3 56:20 66:4 67:12 98:22 100:9,14 101:10 126:3 127:14,14 139:1 141:15 142:12 160:2
--	---	--	---

[structure - talking]

Page 46

186:9 274:18 structures 38:9 55:4 104:17,23 105:2 143:1,6 studies 109:17 148:24 stuff 13:17,18 21:22 218:12 subject 99:22 116:16 133:4 136:3 153:20 submit 20:16 60:12 76:18 88:7 134:15 204:19 206:11 253:11 submitted 26:15 26:17 50:6 60:14 215:16 258:25 submitting 76:14 215:15 subparagraph 202:25 subscribe 179:17 subscribed 287:14 subscriber 264:3,4 subsequent 182:18 230:12 266:22 subset 140:6 142:6 subsidiary 21:10 28:22 220:20 subsidies 46:15 48:7,14 50:21 248:4 252:24 254:19 subsidizing 73:5 subsidy 48:18,23 49:7,22 143:8,11 143:12,16 247:23 251:25 252:3 253:24 254:2,3,4 254:12 255:4,25	260:21 substance 13:13 15:3,15 substitute 153:15 subtypical 92:6 successful 219:20 suggested 178:14 suitable 149:16,24 150:2 178:17 suite 2:4,8,14,18 3:3,8,12 suited 169:16 suits 63:13 sum 61:4 summary 18:2,5 18:12 163:14 super 253:7 258:19 supplemental 51:20,23 52:7 supply 158:21 178:17 251:18 278:19 support 29:2 51:20 143:18 260:22 supporting 29:11 supports 29:12 suppose 146:4 156:14 164:23 177:12 sure 9:20 12:6 14:2 21:2,20 22:8 22:24 24:25 30:17 31:13 40:19 49:6 49:12 53:1 54:24 78:3 79:14 81:1 82:2 83:6 87:17 101:7 126:20 131:17 140:20 141:22 156:10	166:24 167:16 173:14 176:13 182:20 194:2 201:8 206:1 207:9 210:9,21 216:12 217:6 222:4 234:24 238:18 242:1 245:21 262:6,14 280:10 surprise 165:1 surprising 167:17 suspect 168:20 228:3 swallow 250:24 swear 8:12 93:18 swedesford 3:8 swing 36:13 switch 114:15 152:24 switched 147:10 161:8 181:19 switching 179:11 277:24 sworn 9:6 287:14 synol 162:21 system 68:20 94:19 205:16 244:23 systems 23:14 91:11	take 12:12,19 25:11,15 39:20 65:8,10 74:13 89:24 93:16 99:12 99:13 110:3,6 113:6 114:15,17 124:17,17,20 149:13 151:6 166:24 176:11 180:24 183:25 184:1 205:23 224:4 232:5 238:16 245:18 250:24 259:12 282:12,17 taken 1:13 15:7 65:16 77:5 82:4 109:22,24 125:9 156:4 176:16 206:5 240:15 259:17 284:6 takes 42:5 91:10 169:9 204:5 talk 11:25 31:24 39:23 60:6 82:20 84:8 99:3 115:2 177:10 238:13 280:19 talked 54:19 74:11 84:23 126:2,12 139:7 248:18 254:24 265:15 talking 28:14 31:10,13,23 34:12 34:20 38:1 49:7 49:20 53:18 55:5 65:22 70:25 91:6 106:18 108:14 135:1 140:5 148:10 156:9,13 158:24 159:2,3,12
		t	
		t 2:8 4:1 9:21 10:2 57:24,25 236:10 284:1,1 286:3,3 table 7:1 116:23 121:10 167:22 178:15 224:13 tables 138:25 tainted 14:23,25 15:4	

[talking - tier]

Page 47

178:25 213:14	terms 31:24,24	109:20,21 110:3	241:9 242:21
237:10 252:23	35:2,8 36:3 40:14	111:8 133:17	243:8 247:20
274:5 281:11	47:4,5 58:8 60:3	149:12 150:8	249:21 250:12
talks 248:9	63:17 74:24 83:13	thereof 284:12	253:18 255:17
tamborino 61:24	104:3,16 113:11	thing 12:17 152:20	257:15 260:4
tax 228:18 258:13	113:17,20 114:8	237:19 261:6	261:2,3 262:13
team 22:7,14,24	119:8 123:9 182:2	266:5 268:11	265:6 272:3 280:3
24:4 26:10 30:4	187:15,16,18	things 12:2,2	280:4,16,24
30:11 61:12,16,20	203:4,14 205:3	13:14 22:4 34:13	thinking 70:23
61:23 75:24 79:23	212:21 220:5	61:13 97:19 118:7	77:11 228:8,11
80:6 81:11 83:21	275:1,10,11,25	133:14,17 194:16	229:15 233:2,3
88:6 90:18,21	test 21:18,20 121:3	228:15 256:14	268:6 276:21
100:25 109:18	135:9	think 11:18 19:17	third 4:19 64:8,16
112:7,9 166:23	testified 9:6 88:14	20:24 23:2 27:11	136:18 200:7,13
168:21 276:7	141:13 183:8	29:16 33:14 42:12	206:22 213:10
technical 77:10	216:20	42:15 45:7 49:14	222:22 226:17
156:16	testify 16:25 18:14	60:7,9 63:16	thirds 174:25
technically 214:18	testifying 14:4	69:17 70:3 77:9	thought 28:23
tell 114:22 116:11	16:9 187:5	77:14 78:1,2	77:10 83:3 188:15
168:11 232:24	testimony 8:23	79:16 81:1 88:4	190:23
233:11 234:3	83:9 110:13	88:14 91:16 92:10	thread 4:9,14,16
258:20	128:22 255:8	93:5 95:11 96:14	115:25 154:18
telling 232:21	257:13 285:9,18	101:15 106:19,24	155:6 156:14
266:3	287:8	110:11,18 111:15	177:7
tells 205:17 215:5	testing 20:14	115:7 116:7	three 15:21 19:25
266:18	21:13,14,15	118:19 121:2	43:17 52:6,8,15
template 4:15	teva 2:20 9:15	122:14 126:14,21	86:2,3,12 93:19
137:24 174:2	174:5	128:17 129:13	100:23 101:1
temporary 158:25	texas 3:4	130:21,24 131:16	108:6 128:10
ten 176:12 205:24	text 92:22	139:11 147:4,25	142:25 179:19
244:15	thank 9:13 23:7	148:7 168:5 169:3	184:9 243:9 250:8
tends 11:6	28:4 35:6 40:23	171:15 173:8,11	threshold 57:2,4,5
term 29:15 49:11	50:19 58:1 71:24	173:12 174:10	tie 268:3,10
49:25 50:2,3 56:9	132:7 158:9 199:2	178:24 179:7,11	tied 48:19,20 49:9
60:5 95:7 158:21	211:24 229:3	182:19 183:8,24	98:3 200:19 254:6
192:5 203:5	247:16 253:25	185:7 187:21	263:14
274:11	263:5 277:20	188:8 189:23	tier 4:13 21:22
terminated 215:6	282:1,2,23	202:5 215:17	24:8 83:15,18
termination 215:3	therapeutics 78:15	216:19 220:23	86:2 91:10 92:25
terminology 49:6	therapy 25:5,10	222:16 233:6	93:9,12,22 94:9,10
91:6	25:14 100:1,3,6	234:22 236:7	94:10,11,11,23

[tier - trying]

Page 48

95:2,3,13,14,23,23	49:9 65:7,13,17	198:10 267:10	transcript 82:6
96:10,13,20 97:2	77:3,6,12 82:2,11	281:15 282:1	282:8 285:6,20
97:11,14,16,18,19	89:25 99:3 102:7	told 138:23 157:10	287:5,8
97:21 98:1,3,12,14	106:18,20 108:10	159:15	transcription
98:15 99:8,10	108:15 114:14	tomorrow 267:11	284:7
100:24 101:1	118:14,17 119:11	tool 24:19	transferred 213:9
106:16,24,25	122:7 125:6,10	tools 81:15 133:23	214:8 276:18
107:11 108:1,3,6,7	129:23 130:8,13	top 68:11 69:2	translate 90:14
108:8,13 109:3,14	130:23 136:13	86:22 113:2	translated 241:6
110:21 112:25	138:3,18 156:1,5	116:24 154:19	246:4
113:7 123:20,23	162:16 164:6,10	170:3 242:17,18	translates 91:14
134:19 137:8,12	164:14 165:1	topic 19:16 46:20	translation 244:3
140:13,21 141:2	176:14,17 177:16	153:16	traurig 2:17
141:20 142:13	191:5 195:17	topics 16:24 17:7	treat 208:3,8
143:3,7 144:4	206:2,6 211:10	18:2,6,12,13 216:8	treated 124:6
145:10,24 146:2	212:6,9 217:8	total 57:2 166:5	191:8,10
146:10,19,20,23	218:21 219:8	182:22 201:23	trend 36:4
147:10,22 148:4,4	224:4 237:9 240:3	202:17,19 247:18	trials 109:16
148:4,5,13,20,20	249:12 259:14,18	255:23 258:5	tried 166:9 182:10
149:2,2 162:15,16	267:15 269:24	touched 193:22	241:1,10
179:13 262:24	274:24 277:3,9	tracing 172:8,10	troop 57:22 58:3
tiered 94:18	282:1 283:3 284:6	track 61:7 111:13	trouble 68:3 93:4
tiering 105:16	285:19	tracked 181:14	168:10
191:9	timeframe 285:8	tracking 181:13	true 41:17 57:22
tiers 13:15 86:3,6	timely 158:23	tracks 61:12	59:13 120:3,17
86:7,11 93:16,25	times 40:10	traditional 75:16	127:17 144:13
94:6,21 95:8,19,24	151:21 155:13	200:4,6	219:8 284:7 287:8
96:2,4,17 100:19	157:1 193:23	transaction 4:25	try 11:15,17,25
100:21 101:2	250:8	204:5 230:7	12:12 67:22 99:2
104:4 106:8 108:4	timing 47:5 48:21	240:14,24 241:3	105:17 106:12
138:25 145:15	145:13	244:12 246:3	126:3 195:20
190:9	title 20:5 26:2 27:7	252:11 258:16	232:4
tiffany 2:18 9:14	68:14	263:15,17 266:17	trying 12:6,6
114:21 216:7	titled 102:4	267:2,4 268:7	17:19 20:24 66:3
281:24	today 9:16 10:15	270:23 271:7	87:2,7 90:23
time 10:11 12:12	12:10 13:4 14:4	273:3,10 274:7	105:3,5,12 130:22
12:16 15:19,22	17:11 18:14,18	transactions	146:8 200:24
18:25 19:5,5,15	21:3 24:15 122:4	225:18 227:23,25	210:15 216:16
21:3 23:20 24:21	126:13 129:21	230:1 239:16,22	231:19 249:21
26:15 27:13 36:13	182:22 185:16	244:8	263:15
43:9 45:22 48:19	187:6 193:23		

[turn - utilization]

Page 49

turn 142:2 201:13 229:8 259:22 277:25 turning 280:6 two 34:18 69:12 77:19 80:14 89:17 95:24 96:2,4 100:23 105:18 107:23 118:9 146:13 174:25 179:18,18 186:24 199:24 228:15 241:12 248:19 256:20 267:13 268:3 type 31:14 52:2 55:19 68:15 102:8 104:20 143:15,22 144:1 145:21 146:22 169:14 174:12,19 197:6,6 213:9,22 231:21 233:8 239:3 256:5 257:10 262:2 266:24 267:3,4,6 268:7 types 31:15 38:21 38:24 43:17 51:13 68:23 83:1 94:23 101:4,5 105:14 128:10 140:12 150:23 167:12 174:11 181:18 248:4 261:5 275:11 typical 46:16 52:15 92:10 136:25 158:19 167:11 231:5 247:25	typically 28:9 52:12 83:19 134:11,17 152:4 158:19 187:19 195:16 202:18 245:3,9,10 u u 236:10 243:7,8 u.s. 1:5 2:11,11 14:11 uh 12:1 21:25 43:25 50:1 52:18 69:5,9,13 70:4 74:15 94:2 103:16 103:21 116:19 118:3 132:12 136:19 142:8,21 165:8,19 168:3 174:7 175:7 186:1 191:24 193:21 201:18 202:1 223:21 226:24 227:8 239:18 241:22 242:15 243:21 244:1 246:15,18 248:11 252:2 269:15 271:5,19 273:6 ultimate 252:6 umbrella 29:14,15 37:15 64:22 79:7 87:18 142:7,10 unaffected 175:23 unc 273:23,24 unclear 238:6 underneath 95:2 understand 12:7 14:3,8 18:13 34:11 66:3 87:2 90:7 93:19 94:13 96:9 102:24 107:8	146:8 150:25 170:17 178:25 210:15 217:5 222:5,11 234:2 238:19 260:7 271:16 274:10,10 277:10 278:4,8,15 understanding 14:16,24 15:3,6,14 16:8 21:6 37:10 39:15 40:1 41:13 41:23 42:4 47:24 48:22 51:5 69:23 71:6 78:15 81:3,6 82:25 84:4 87:7 90:16 91:1 96:11 103:17 107:25 130:22 136:7 145:14 153:2,5 161:10 168:10 170:13 182:17 187:14 192:16,17 192:22 193:6,13 194:25 197:5,9,15 209:15 210:1,3 217:1,9 218:20 219:2,17,19 220:3 221:20 227:19 237:13 241:4,23 245:23 254:23 272:17 understood 12:22 93:14 180:4 181:21 195:1 undertaken 183:17 unions 36:21,23 unique 92:7 113:14 174:13 242:4,6 243:13 251:3 264:21	265:1 271:17 unit 8:3 65:14,18 125:7,11 156:6 206:3,7 259:15,19 united 1:1 unmac'ed 196:1 unpack 53:17 unquote 57:19 unusual 130:7 update 175:18 updated 134:1 updates 134:6 upload 239:13 uploaded 154:8 173:18 176:19 184:17 225:24 229:10 240:10 uploads 101:18 upset 157:5 uptake 111:8 use 35:11 60:5 76:3 84:4 90:15 91:18,21 92:3 106:1,12 122:2 157:22,25 158:12 161:25 179:6 194:3 196:10 198:10 212:23 226:11 243:15 265:2 user 198:6 uses 49:1 55:22 85:16 93:16 109:18 197:5 239:8 usual 196:18 usually 34:19 53:6 157:15 190:3 202:13 229:4 utilization 20:18 24:7,16,17,19 25:9
--	--	--	---

[utilization - way]

Page 50

30:5 111:3,3,18 112:13 133:8,16 133:22 134:20 149:6,10 150:9 181:10	209:4,17 210:19 211:6,14 213:15 215:25 216:2 217:2,13,17 218:4 219:9,13,14 220:5 221:24 222:9 223:24 224:3,6,12 224:23 225:3,9,18 227:20 230:19 241:5 251:6,11,15 257:8 278:20,25 279:10,16,20 281:8 285:4 286:1 287:1	verbal 126:21 verbally 8:23 verify 285:9 veritext 1:12 8:7,9 285:14,23 veritext.com 285:15 versa 63:13 212:13 version 93:7 176:1 191:7 versus 108:24 109:4 111:4 112:13 121:17 149:2 249:24 267:22 vice 20:6 24:13 26:4,6 63:13 80:6 177:14 212:13 video 8:3 259:10 videographer 3:19 8:1,7 65:13,17 77:3,6 82:2,11 125:6,10 156:1,5 176:14,17 206:2,6 259:14,18 282:4 282:25 283:3 videotaped 1:12 view 67:24 viewing 93:5 vip 139:3,3,4,4 140:5,6 141:1,1 142:5,5,19 147:1,1 virtual 1:12 81:23 virtue 263:17 visually 89:25 voluntary 177:8 vp 27:6	w w 211:23 wacker 2:18 wait 134:25 223:17 waiting 157:11 184:5 waive 9:1 waiver 71:11 74:6 85:21 walk 21:5 69:21 225:19 260:2,6 want 12:24 25:11 28:14 31:21 49:5 49:12 69:21 71:5 76:24 84:8 92:15 92:17,18,22 100:23 110:11,15 115:3 121:17 124:16,17 177:9 181:1 187:8 195:7 238:4,8,16,18 250:15,16 280:12 280:18 281:10 282:14 wanted 74:12 92:3 99:12,13 110:23 112:12 115:4 133:15 151:6 178:5 225:18 260:2 282:1 warner 2:13 warranties 279:20 280:1 washington 2:9 watch 97:8 water 10:13 29:19 way 25:22 68:19 72:13 74:23 88:6 89:7 93:17 105:20 112:21 148:15,16
v			
v 1:5 243:8 285:4 286:1 287:1 vaccine 258:14 vague 30:13 40:22 62:14 64:24 72:17 81:5 144:5,19 149:18 150:24 197:22 204:13 210:8 valsartan 1:2 8:5 14:10 18:1 62:13 62:20 99:13,14 108:15,16 110:2,4 110:6 111:9 112:13 116:17 118:1 121:12 124:2 146:16,19 147:3,10 148:11 148:19 151:4 153:1,3,9,20 155:13 157:1,21 158:4 160:15,23 161:8,13,16 162:6 162:10,14 164:9 166:4 168:2,12 170:1,9,15,21 171:18 172:12 174:4,4 176:3,8 177:9 178:4,15 179:8,9 181:8,17 182:13,19,25 188:10,12,15 189:19 194:22 197:18 206:13,23 207:24 208:3,6,20	valuation 62:4 value 139:3,4 140:5 141:1 147:1 231:13 256:22 values 231:17 variability 58:17 variable 47:10 275:18 variables 253:14 273:20,25 variants 54:10 variation 31:19 51:14 56:8 varies 51:7,8 52:21 56:5 113:10 113:11 249:23 272:20 various 11:9 38:21 52:24 100:14 104:3 194:21 275:18 vary 56:1,3,4 107:16,20 113:3 161:5 204:11 274:17 varying 49:4 95:19		

[way - work]

Page 51

155:5 171:19	30:13 31:5 32:2	window 90:24	177:19 180:14
174:25 195:14,15	35:14 39:1,17	93:4	185:21 189:16
207:12 210:25	40:22 46:5,17	wish 237:20	193:4,11 195:12
218:13 231:20	48:9 50:24 52:13	witness 2:6 8:12	197:9,15 198:20
238:1 253:18	54:4 59:14 60:25	8:22 14:14 15:6	204:3,14 206:1,18
265:2 280:18	61:10 62:14,21	16:18 17:4 18:5	207:9,20 208:11
284:11	64:1,11,24 65:12	22:20 23:6,18	208:24 209:7,21
wayne 3:8	68:3 72:17,24	25:5,18 28:3 30:9	210:9 211:4 213:5
ways 26:19 105:12	75:21 76:23 79:9	30:14 31:6 32:12	213:14,21 214:3
105:18 212:24	81:5,23 92:9	33:10 35:5,15	214:15 216:19
we've 32:17 91:20	100:10 105:7	39:2,18 40:24	218:25 219:17
167:16 174:16	107:3 110:8,10,15	44:9 45:25 46:6	220:9,16 221:18
193:22 265:15	111:20 113:12	46:11,18 48:10	222:1 229:1,4,12
website 36:16	114:11 122:10	50:8,13,15,17,25	232:8,16 235:9
43:16 279:6	129:4 132:3,6	52:14 53:11 54:5	236:9 238:4
week 59:18 60:13	134:4 138:11,13	57:25 59:15 61:1	239:10 242:4,9
201:1 240:3	140:16 141:9	61:11 62:15,22	246:9 247:4,7
weeklies 233:22	144:5,19 147:14	64:2,12,25 65:9	253:21,23 255:11
weekly 41:7 47:2	147:24 149:18	67:5,8 68:4 70:10	256:10,17 257:15
47:14 200:25	150:10,24 151:12	70:13 71:21 72:18	259:6 261:21
201:3 233:15,16	152:11 155:19	72:25 74:5 75:22	262:6 264:1
233:17,21	157:4 158:8	79:10 80:10 81:6	265:12 266:10,13
weird 189:23	160:24 164:11	85:13 88:13 92:10	268:19 270:11
234:19	172:2,13,16 173:4	100:11 105:8	273:19 274:21
welcome 282:3	180:12 185:20	110:17,20 111:21	275:14 276:24
weltman 155:9,17	189:13 193:1,10	113:13 114:12	277:2,14,18,21
156:15	197:8,11,22 204:2	116:21 122:11	279:2,22 280:6
weltman's 159:5	204:13 206:14	124:12,19,25	282:3 284:6,13
went 13:16 74:25	207:7,18 208:9,22	125:23 126:16	285:8,10,12,19
78:1,3 141:23,25	209:6,19 210:7	128:24 129:5	wlaw.com 2:15
159:24 168:18	211:2 213:3,13	134:5 138:12,14	word 40:9 49:13
172:20,22 174:22	214:13 216:4,19	140:17 142:23	words 174:21
259:10 279:5	218:23 219:16,25	144:6,20 145:4,19	209:25
west 2:18	220:7,14 221:16	147:16,25 150:11	work 25:21,24
whereof 284:13	221:25 246:6	150:25 151:15	26:23,25 27:9,14
wholesale 193:20	255:5,10 256:8,15	152:13 154:16	27:15 65:11 96:17
wholesalers	257:5,12 273:17	155:24 157:5	115:11 152:21
278:18	274:19 275:3,13	159:11 160:25	153:14 205:25
whorton 2:3 14:13	277:1 279:1,21	164:13 171:5	212:7,11 234:23
15:5 16:17 23:17	280:7,10 281:22	172:14,19 173:6	259:13
25:17 28:12 30:8	282:9,24 285:1	173:25 176:13	

[worked - zoom]

Page 52

worked 22:7 26:14 173:6	202:7 212:20 223:19,20 237:17	243:23 246:19
working 22:15 23:10 27:2 110:25 159:18 215:12,18	237:23 238:18 242:18,19 243:4 243:17 245:25 247:4 251:8 255:17 258:8 262:6	z
works 24:4 34:20 65:8 114:18 125:2 194:11	year 20:9 57:5,17 58:7 70:2,23 76:18 84:15 95:11 95:11,12,14 103:10 108:11 123:22,24 129:24 130:21 132:15,17 187:24 201:22 202:18 215:18 231:2 273:4	zero 106:16 zeroes 231:17 zhejiant 2:11 zhp 281:6 zoom 1:12 67:22 90:23
wrap 277:25 write 13:17,18 151:21 writes 157:9 159:13 written 152:4,8 157:11,14 228:7 228:10 231:7 245:15 279:15 wrong 152:20 223:16	years 10:11 15:21 19:25 26:1 27:4,6 93:18,19 184:9 240:2 yellow 89:12,18 92:25 york 1:14,14 10:13,13,16 27:12 29:20,21 32:17,18 32:22,24 35:23 37:2 44:21,24 51:19 64:23 67:5 71:15,17 80:12 118:9 139:24 155:13 156:19,22 156:23 157:1 185:11,12 235:16 236:4 young 72:13 yup 37:12,21 38:20 71:9 86:25 89:16,20 125:16 224:19 230:8	
x		
x 1:2,6 4:1 188:18 188:20 203:11 265:10,11 xi01658 284:19 xred 268:18 xref 265:9 268:1,9 268:19,19		
y		
y 10:2 67:7 yeah 23:4 26:24 29:1 32:12 34:23 56:10 70:23 75:12 77:1 83:8 93:3 98:13 99:19 102:19 109:6 110:15 113:16 115:7 120:11 121:24 152:3 155:24 156:1 191:15 195:12		

Federal Rules of Civil Procedure

Rule 30

(e) Review By the Witness; Changes.

(1) Review; Statement of Changes. On request by the deponent or a party before the deposition is completed, the deponent must be allowed 30 days after being notified by the officer that the transcript or recording is available in which:

(A) to review the transcript or recording; and

(B) if there are changes in form or substance, to sign a statement listing the changes and the reasons for making them.

(2) Changes Indicated in the Officer's Certificate. The officer must note in the certificate prescribed by Rule 30(f)(1) whether a review was requested and, if so, must attach any changes the deponent makes during the 30-day period.

DISCLAIMER: THE FOREGOING FEDERAL PROCEDURE RULES ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY.

THE ABOVE RULES ARE CURRENT AS OF APRIL 1, 2019. PLEASE REFER TO THE APPLICABLE FEDERAL RULES OF CIVIL PROCEDURE FOR UP-TO-DATE INFORMATION.

VERITEXT LEGAL SOLUTIONS
COMPANY CERTIFICATE AND DISCLOSURE STATEMENT

Veritext Legal Solutions represents that the foregoing transcript is a true, correct and complete transcript of the colloquies, questions and answers as submitted by the court reporter. Veritext Legal Solutions further represents that the attached exhibits, if any, are true, correct and complete documents as submitted by the court reporter and/or attorneys in relation to this deposition and that the documents were processed in accordance with our litigation support and production standards.

Veritext Legal Solutions is committed to maintaining the confidentiality of client and witness information, in accordance with the regulations promulgated under the Health Insurance Portability and Accountability Act (HIPAA), as amended with respect to protected health information and the Gramm-Leach-Bliley Act, as amended, with respect to Personally Identifiable Information (PII). Physical transcripts and exhibits are managed under strict facility and personnel access controls. Electronic files of documents are stored in encrypted form and are transmitted in an encrypted fashion to authenticated parties who are permitted to access the material. Our data is hosted in a Tier 4 SSAE 16 certified facility.

Veritext Legal Solutions complies with all federal and State regulations with respect to the provision of court reporting services, and maintains its neutrality and independence regardless of relationship or the financial outcome of any litigation. Veritext requires adherence to the foregoing professional and ethical standards from all of its subcontractors in their independent contractor agreements.

Inquiries about Veritext Legal Solutions' confidentiality and security policies and practices should be directed to Veritext's Client Services Associates indicated on the cover of this document or at www.veritext.com.

Exhibit 30

REDACTED

Page 1

1 UNITED STATES DISTRICT COURT
2 FOR THE DISTRICT OF NEW JERSEY
3 MDL No. 2875
4

5 IN RE: VALSARTAN, PRODUCTS)
6 LIABILITY LITIGATION)

7 Plaintiff,)

8 - against -)

9 This Document Relates to:)

10 MSP RECOVERY LAW FIRM)

11 Testimony of:)

12 JORGE A. LOPEZ, ESQ.)

13 - - - - -)

14 April 29, 2021

15 9:00 a.m.

16
17 TRANSCRIPT of the stenographic notes in the
18 above-entitled matter, as taken by and before Sara K.
19 Killian, a Registered Professional Reporter, Certified
20 Court Reporter and Notary Public, remotely via Zoom
21 videoconferencing.
22
23
24
25

<p style="text-align: right;">Page 2</p> <p>1 2 A P P E A R A N C E S : 3 4 RIVERO MESTRE, LLP 5 Attorneys for MSP RECOVERY LAW FIRM 6 2525 Ponce de Leon #1000 7 Coral Gables, Florida 33134 8 BY: CHARLIE WHORTON, ESQ. 9 DAVID DaPONTE, ESQ. 10 11 12 13 GREENBERG TRAUIG, LLP 14 Attorneys for Teva Pharmaceuticals USA 15 333 SE 2nd Avenue, Suite 4400 16 Miami, Florida 33131 17 BY: GREGORY OSTFELD, ESQ. 18 TIFFANY ANDRAS, ESQ. 19 20 21 22 23 24 25</p>	<p style="text-align: right;">Page 4</p> <p>1 A P P E A R A N C E S : 2 3 NORTON ROSE FULBRIGHT US, LLP 4 Attorneys for McKesson Corporation 5 1301 Avenue of the Americas 6 New York, New York 10019 7 BY: D'LESLI DAVIS, ESQ. 8 9 10 LEWIS BRISBOIS BISGAARD & SMITH, LLP 11 350 East Swedesford Road, Suite 270 12 Wayne, Pennsylvania 19087 13 BY: ASHER BLOCK, ESQ. 14 15 16 HUSCH BLACKWELL, LLP 17 190 Carondelet Plaza, Suite 600 18 St. Louis, Missouri 63105 19 BY: MATT KNEPPER, ESQ. 20 21 ALSO PRESENT: 22 KYLE WACHTER, Veritext Videographer/Technician 23 JOHN CLEARY, ESQ., MSP Recovery Law Firm 24 25</p>
<p style="text-align: right;">Page 3</p> <p>1 A P P E A R A N C E S : 2 3 DUANE MORRIS, LLP 4 Attorneys for Prinston Pharmaceutical Inc., Zhejiang 5 Huahai Pharmaceutical Co., Ltd., Solco Healthcare 6 US, LLC, Huahai US, Inc., Walmart Stores, Inc., 7 and Walgreen Co. 8 30 South 17th Street 9 Philadelphia, Pennsylvania 19103 10 BY: DREW DORNER, ESQ. 11 12 13 CIPRIANI & WERNER, PC 14 Attorneys for Aurobindo Pharma USA, Inc. 15 450 Sentry Parkway, Suite 200 16 Blue Bell, Pennsylvania 19422 17 BY: AMANDA RUGGIERI, ESQ. 18 19 20 BUCHANAN INGERSOLL & ROONEY, P.C. 21 Attorneys for Albertson Companies, LLC 22 1700 K Street NW, Suite 300 23 Washington, DC 20006 24 BY: JONATHAN JANOW, ESQ. 25</p>	<p style="text-align: right;">Page 5</p> <p>1 I N D E X 2 3 WITNESS EXAMINATION BY PAGE 4 J. Lopez Mr. Ostfeld 6 5 6 E X H I B I T S 7 EXHIBITS DESCRIPTION PAGE 8 Exhibit 1 Stipulation regarding 30 9 discovery 10 Exhibit 2 MSP 1152-1172 67 11 Exhibit 3 MSP 423-429 90 12 Exhibit 4 MSP 275-276 108 13 Exhibit 5 Third Party Payor 117 14 Plaintiff's Fact Sheet 15 Exhibit 6 Third Party Payor 122 16 Plaintiff's Fact Sheet 17 Exhibit 7 Third Party Payor 125 18 Plaintiff's Fact Sheet 19 Exhibit 8 MSP 1394-1420 140 20 Exhibit 9 Third Amended 149 21 Consolidated Economic 22 Loss Class Action 23 Complaint 24 Exhibit 10 Full list of MSP cases in 167 25 litigation 26 Exhibit 11 NPI providers list 170 27 Exhibit 12 Amended notice of 172 28 videotaped deposition of 29 MSP Recovery Claims 30 Series LLC</p>

<p style="text-align: right;">Page 6</p> <p>1 THE VIDEOGRAPHER: Good morning. We</p> <p>2 are going on the record at 9:09 a.m. on</p> <p>3 April 29th, 2021. This is media unit one of</p> <p>4 the video recorded deposition of Jorge Lopez</p> <p>5 taken in the matter of re: Valsartan Products</p> <p>6 Liability Litigation, which is filed in the</p> <p>7 United States District Court for the District</p> <p>8 of New Jersey, MDL number is 2875.</p> <p>9 My name is Kyle Wachter from the firm</p> <p>10 Veritext Legal Solutions and I'm the</p> <p>11 videographer. The court reporter is Sara</p> <p>12 Killian of the firm Veritext Legal Solutions.</p> <p>13 I'm not authorized to administer an</p> <p>14 oath, I'm not related to any party in this</p> <p>15 action, nor am I financially interested in</p> <p>16 the outcome.</p> <p>17 Counsels' appearances will be noted</p> <p>18 on the stenographic record, so at this time,</p> <p>19 will the court reporter please swear in the</p> <p>20 witness and we may proceed?</p> <p>21 J O R G E L O P E Z, after having first been duly</p> <p>22 sworn, was examined and testified as follows:</p> <p>23 EXAMINATION BY.</p> <p>24 MR. OSTFELD:</p> <p>25 Q. Please state your name and address</p>	<p style="text-align: right;">Page 8</p> <p>1 day today on my end. I tend to speak quickly,</p> <p>2 I've been told.</p> <p>3 Mr. Lopez, have you ever been deposed</p> <p>4 before?</p> <p>5 A. Yes.</p> <p>6 Q. Has that been in a personal capacity</p> <p>7 or in a corporate representative capacity like</p> <p>8 today?</p> <p>9 A. Both.</p> <p>10 Q. All right.</p> <p>11 As I understand it, you are an</p> <p>12 attorney yourself?</p> <p>13 A. Yes, I am.</p> <p>14 Q. All right.</p> <p>15 I know a lot of the ground rules then</p> <p>16 will be familiar to you. I will just run through</p> <p>17 them quickly to make sure that we're on the same</p> <p>18 page for today's purposes.</p> <p>19 You understand that you are</p> <p>20 testifying under oath the same as if you were in a</p> <p>21 courtroom?</p> <p>22 A. Yes.</p> <p>23 Q. You understand it's important for you</p> <p>24 and I to both give our answers out loud so that</p> <p>25 the court reporter can transcribe them? She has</p>
<p style="text-align: right;">Page 7</p> <p>1 for the record.</p> <p>2 A. First name Jorge, J-O-R-G-E, middle</p> <p>3 initial A, last name Lopez, L-O-P-E-Z. My office</p> <p>4 and where I'm located right now is 2701 South Le</p> <p>5 Jeune Road, Tenth Floor, Coral Gables, Florida,</p> <p>6 33134.</p> <p>7 Q. All right.</p> <p>8 Good morning, Mr. Lopez. My name is</p> <p>9 Greg Ostfeld and I represent Teva Pharmaceuticals</p> <p>10 USA, Inc. Nice to meet you.</p> <p>11 A. Good morning, Mr. Ostfeld. Nice to</p> <p>12 see you, sir.</p> <p>13 Q. I can already tell from the initial</p> <p>14 exchange between you and the court reporter that</p> <p>15 the audio that we get on your end has just a</p> <p>16 little bit of ring or echo to it, so I'm going to</p> <p>17 ask you to try to speak at a slightly slower than</p> <p>18 conversational pace to make it easy for me to</p> <p>19 understand you and, more importantly, for the</p> <p>20 court reporter to understand you.</p> <p>21 Okay?</p> <p>22 A. Certainly I will try. Remind me if I</p> <p>23 break that rule.</p> <p>24 Q. I will do so and I can assure you I</p> <p>25 will need multiple reminders on that during the</p>	<p style="text-align: right;">Page 9</p> <p>1 more difficulty transcribing gestures or shrugs or</p> <p>2 sounds that are not words.</p> <p>3 A. Yes.</p> <p>4 Q. Especially given the remote setting,</p> <p>5 it's more important than ever that you and I do</p> <p>6 our best not to interrupt one another or talk over</p> <p>7 one another. So even if you know exactly where</p> <p>8 I'm going with a question, I will respectfully ask</p> <p>9 that you wait until I get to the end of my</p> <p>10 question before you begin your answer and I will</p> <p>11 do my very best to wait until you have completed</p> <p>12 an answer before I begin my next question.</p> <p>13 Fair enough?</p> <p>14 A. Understood.</p> <p>15 Q. During the course of day, I will</p> <p>16 certainly ask questions that you may not fully</p> <p>17 understand. If that is the case, please simply</p> <p>18 let me know and I'll do my best to clarify my</p> <p>19 question.</p> <p>20 Okay?</p> <p>21 A. Very good. Thank you.</p> <p>22 Q. If you do answer my question, I'm</p> <p>23 going to assume you understood it.</p> <p>24 Is that fair?</p> <p>25 A. That is fair.</p>

<p style="text-align: right;">Page 10</p> <p>1 Q. As you know from having given these 2 before, we will take breaks periodically. I 3 usually aim for about one break every hour or so, 4 but that's not prescribed and there's no set 5 pattern to it. If you need to take a break at any 6 time, just let me know. I'm happy to accommodate 7 you. I would only ask that you finish your answer 8 to any pending question before we take our break, 9 unless you need to consult your attorney. 10 Okay? 11 A. Very good. 12 Q. There's another gentlemen in the room 13 with you today. He gave his name before we went 14 on the record, but could you please identify who 15 that person is? 16 A. John Cleary. He is an attorney with 17 the MSP Recovery Law Firm. 18 Q. As I understand it, you are being 19 represented today by your counsel in this case, 20 Charlie Whorton; is that right? 21 A. That is correct. 22 Q. May I ask what Mr. Cleary's role is 23 in connection with this litigation? 24 A. Would you like me to answer or 25 Mr. Cleary to explain his role?</p>	<p style="text-align: right;">Page 12</p> <p>1 You understand that you are 2 testifying today in your capacity as the corporate 3 representative of MSP Recovery Claims Series LLC 4 in relation to its claim in the valsartan 5 multi-district litigation pending in the US 6 District Court for the District of New Jersey? 7 A. Yes. 8 Q. For simplicity, because I'm going to 9 be using the name of that entity a lot today, when 10 I refer to MSP Recovery Claims Series LLC, I'm 11 going to refer to it as MSP. 12 Okay? 13 A. Okay. 14 Q. There may be other MSP entities that 15 we discuss today. I will refer to them by their 16 names. But when I use the phrase MSP, I am 17 referring to MSP Recovery Claims Series LLC, the 18 plaintiff in this case. 19 All right? 20 A. Understood. 21 Q. What is your understanding of your 22 responsibilities in testifying as a corporate 23 representative of MSP? 24 A. To answer the questions on behalf of 25 the plaintiff.</p>
<p style="text-align: right;">Page 11</p> <p>1 Q. I would just like you to answer since 2 you're the one who has to testify today. 3 A. The MSP Recovery Law Firm liaises 4 with Mr. Whorton's firm and they consult with each 5 other on the case. 6 Q. So Mr. Cleary is also in the room 7 with you in his capacity as an attorney for MSP 8 Recovery; is that correct? 9 A. With respect to the plaintiff, yes. 10 Q. Okay. 11 Is there anybody else in the room 12 with you who is not visible on camera? 13 A. No. 14 Q. Do you have any kind of notes or a 15 white board or anything else in the room that 16 could contain information you will be reviewing or 17 relying upon as you answer my questions today? 18 A. No. The only thing I have in front 19 of me is the amended notice of the deposition and 20 the topics. 21 Q. Okay. 22 Those are the only materials you 23 brought with you today? 24 A. Yes, sir. 25 Q. All right.</p>	<p style="text-align: right;">Page 13</p> <p>1 Q. Do you understand that you also have 2 an obligation to testify not just as to your 3 personal knowledge, but as to MSP's knowledge on 4 the topics on which you've been designated? 5 MR. WHORTON: Object to form. 6 A. Yes. 7 Q. You understand that it is and was 8 your obligation to familiarize yourself with the 9 facts as known to MSP on those topics? 10 MR. WHORTON: Object to form. 11 A. Yes, sir. 12 Q. All right. 13 You understand that your answers 14 today on the topics on which you have been 15 designated will be binding on MSP? 16 A. Yes. 17 Q. Have you reviewed each of the topics 18 on which you have been designated to testify 19 today? 20 A. Yes. 21 Q. I'll put this on -- the actual 22 notice -- on the record later, but since you 23 happen to have it in front of you, let's go ahead 24 and confirm that I've got the right topics. 25 It is my understanding that you are</p>

<p style="text-align: right;">Page 14</p> <p>1 here today as MSP's corporate representative with</p> <p>2 respect to the following topics: Topic one?</p> <p>3 A. Yes.</p> <p>4 Q. Topic two?</p> <p>5 A. Yes.</p> <p>6 Q. I can speed this up a little bit.</p> <p>7 Topics three through seven?</p> <p>8 A. Yes.</p> <p>9 Q. Topic eight, subparagraphs one,</p> <p>10 three, four and five?</p> <p>11 A. Yes.</p> <p>12 Q. Topic 45?</p> <p>13 A. Yes.</p> <p>14 Q. And topics 47 through 51?</p> <p>15 A. Yes.</p> <p>16 Q. All right.</p> <p>17 Could you please describe what you</p> <p>18 did to prepare to testify on the topics on which</p> <p>19 you have been designated as a corporate</p> <p>20 representative today?</p> <p>21 A. I reviewed the operative complaint</p> <p>22 that was filed in this case, I reviewed the fact</p> <p>23 sheet, I reviewed the assignments that were</p> <p>24 produced in discovery and I consulted with</p> <p>25 counsel.</p>	<p style="text-align: right;">Page 16</p> <p>1 A. I am the designated corporate</p> <p>2 representative for this deposition.</p> <p>3 Q. All right.</p> <p>4 Who is your current employer?</p> <p>5 A. I'm employed with MSP Recovery LLC.</p> <p>6 Q. How long have you been employed by</p> <p>7 MSP Recovery LLC?</p> <p>8 A. Since approximately April of 2015.</p> <p>9 Q. What is your title?</p> <p>10 A. General counsel, corporate counsel.</p> <p>11 Q. Has that been your title since</p> <p>12 approximately April of 2015?</p> <p>13 A. No.</p> <p>14 Q. What was your previous title at MSP</p> <p>15 Recovery LLC?</p> <p>16 A. I really did not have a formal title.</p> <p>17 I just served as corporate counsel. This general</p> <p>18 counsel title sort of evolved over the past year</p> <p>19 or so.</p> <p>20 Q. All right.</p> <p>21 Do you have an ownership interest</p> <p>22 directly or indirectly in first MSP Recovery LLC?</p> <p>23 A. No.</p> <p>24 Q. Do you have an ownership interest,</p> <p>25 direct or indirect, in the plaintiff in this case,</p>
<p style="text-align: right;">Page 15</p> <p>1 Q. All right.</p> <p>2 Without describing any of the</p> <p>3 contents of your discussions with counsel, how</p> <p>4 many times did you meet with counsel in preparing</p> <p>5 for your deposition today?</p> <p>6 A. Two times.</p> <p>7 Q. What was the approximate duration of</p> <p>8 each of those meetings?</p> <p>9 A. Approximately one hour on one</p> <p>10 occasion or perhaps an hour and a half, give or</p> <p>11 take, and approximately 30 minutes the second</p> <p>12 time.</p> <p>13 Q. All right.</p> <p>14 Have you spoken with anyone other</p> <p>15 than your counsel to prepare for your deposition</p> <p>16 today?</p> <p>17 A. No, sir.</p> <p>18 Q. Have you reviewed any documents</p> <p>19 beyond the ones that you just described?</p> <p>20 A. No, sir.</p> <p>21 Q. Are you currently employed by MSP?</p> <p>22 A. No.</p> <p>23 Q. What is your role at MSP?</p> <p>24 MR. WHORTON: Object to form.</p> <p>25 Vague.</p>	<p style="text-align: right;">Page 17</p> <p>1 MSP?</p> <p>2 A. No.</p> <p>3 Q. What are your responsibilities as</p> <p>4 general counsel and corporate counsel of MSP</p> <p>5 Recovery?</p> <p>6 A. I handle transactional matters,</p> <p>7 corporate matters, contractual matters and just</p> <p>8 general legal matters that arise in the day-to-day</p> <p>9 operations of MSP Recovery LLC.</p> <p>10 Q. Are you involved in managing</p> <p>11 litigation for either MSP Recovery LLC or the</p> <p>12 plaintiff in this case, MSP?</p> <p>13 A. No.</p> <p>14 Q. Do your job responsibilities include</p> <p>15 the negotiation of assignments to either MSP</p> <p>16 Recovery LLC, MSP or any of the series organized</p> <p>17 under MSP?</p> <p>18 MR. WHORTON: Objection.</p> <p>19 Vague.</p> <p>20 A. I'm sorry. Would you repeat the</p> <p>21 question, please?</p> <p>22 Q. I'll start with a broader question.</p> <p>23 Do your job responsibilities include</p> <p>24 the negotiation of assignments?</p> <p>25 A. Formally, no, but I have been</p>

<p style="text-align: right;">Page 18</p> <p>1 involved in that.</p> <p>2 Q. All right.</p> <p>3 Were you involved in negotiating the</p> <p>4 assignments for the entities involved in whose</p> <p>5 claims MSP is asserting in this case, which are</p> <p>6 SummaCare, Emblem Health and ConnectiCare?</p> <p>7 MR. WHORTON: Objection.</p> <p>8 Vague.</p> <p>9 A. Yes, I was.</p> <p>10 Q. All three entities or just one or two</p> <p>11 of them?</p> <p>12 A. I was involved with all three of</p> <p>13 them.</p> <p>14 Q. Could you please describe what your</p> <p>15 involvement was in negotiating those transactions?</p> <p>16 A. I communicated with counsel for those</p> <p>17 assignors and discussed the language that would be</p> <p>18 included in the assignment agreements.</p> <p>19 Q. Okay.</p> <p>20 Earlier, you said you that you had</p> <p>21 reviewed the Plaintiff Fact Sheet.</p> <p>22 Did you just review the Plaintiff</p> <p>23 Fact Sheet for MSP or did you also review the</p> <p>24 Plaintiff Fact Sheets that were submitted by</p> <p>25 Emblem Health, ConnectiCare and SummaCare?</p>	<p style="text-align: right;">Page 20</p> <p>1 of MSP's assignors?</p> <p>2 MR. WHORTON: Objection.</p> <p>3 Vague.</p> <p>4 Outside the scope.</p> <p>5 A. Honestly, I don't know.</p> <p>6 Q. Okay.</p> <p>7 Who is responsible for managing</p> <p>8 litigation at MSP Recovery?</p> <p>9 MR. WHORTON: Objection.</p> <p>10 Outside the scope.</p> <p>11 A. Frank Casada of MSP Recovery Law</p> <p>12 Firm.</p> <p>13 Q. Who was your employer prior to MSP</p> <p>14 Recovery LLC?</p> <p>15 A. Jorge A. Lopez, PA.</p> <p>16 Q. Was that a law firm?</p> <p>17 A. Yes, sir.</p> <p>18 Q. Was that your law firm?</p> <p>19 A. Yes.</p> <p>20 Q. Does it still exist?</p> <p>21 A. Yes.</p> <p>22 Q. And how long has Jorge A. Lopez, PA</p> <p>23 been in existence?</p> <p>24 A. Since 1997.</p> <p>25 Q. What are the primary practice areas</p>
<p style="text-align: right;">Page 19</p> <p>1 A. I reviewed the fact sheets only for</p> <p>2 those three entities that were submitted in this</p> <p>3 case.</p> <p>4 Q. Okay.</p> <p>5 There was also a fact sheet that was</p> <p>6 submitted on behalf of the MSP entity itself,</p> <p>7 although it didn't have a lot of information.</p> <p>8 Did you review that fact sheet?</p> <p>9 A. I did not.</p> <p>10 Q. Do your job responsibilities at MSP</p> <p>11 Recovery include decisions about whether to file</p> <p>12 lawsuits on behalf of any assignees?</p> <p>13 A. No.</p> <p>14 Q. Who has that responsibility?</p> <p>15 A. I'm sorry. Would you repeat the</p> <p>16 question, please?</p> <p>17 Q. Who has that responsibility?</p> <p>18 MR. WHORTON: Objection.</p> <p>19 Outside the scope.</p> <p>20 A. For? My question is -- I'm sorry.</p> <p>21 Could you clarify the whole question, the previous</p> <p>22 question?</p> <p>23 Q. Sure.</p> <p>24 Who is responsible for making</p> <p>25 decisions about whether to file lawsuits on behalf</p>	<p style="text-align: right;">Page 21</p> <p>1 at Jorge A. Lopez, PA?</p> <p>2 A. Currently, Jorge Lopez, PA doesn't do</p> <p>3 any outside legal work. I am the only employee of</p> <p>4 the PA and my efforts are focused 100% in</p> <p>5 representing and working with MSP Recovery LLC.</p> <p>6 Q. Okay.</p> <p>7 Could you just briefly summarize your</p> <p>8 educational background, starting with college?</p> <p>9 A. I earned a bachelor's degree in</p> <p>10 business and accounting at Georgetown University,</p> <p>11 1983. I earned a JD degree from the University of</p> <p>12 Miami in Coral Gables, Florida in 1986.</p> <p>13 Q. When were you first licensed to</p> <p>14 practice law?</p> <p>15 A. October of 1986.</p> <p>16 Q. Have you been continuously licensed</p> <p>17 since October of 1986?</p> <p>18 A. Yes, sir. In Florida.</p> <p>19 Q. Thank you.</p> <p>20 You understand that MSP is seeking to</p> <p>21 be appointed in this case to serve as a class</p> <p>22 representative on behalf of a proposed class and a</p> <p>23 proposed subclass?</p> <p>24 MR. WHORTON: Object to form.</p> <p>25 A. Yes.</p>

<p style="text-align: right;">Page 22</p> <p>1 Q. And let me address your counsel's 2 objection because I was actually a little 3 imprecise. 4 It's actually seeking to be appointed 5 as a class representative on behalf of a proposed 6 class and multiple proposed subclasses, correct? 7 A. Yes. 8 Q. What is MSP's understanding of what 9 it means to be a class representative? 10 A. The class representative must 11 represent the interests of the class members, must 12 represent those interests fairly and adequately 13 and vigorously, must retain counsel to represent 14 the class interest and its interest must be 15 consistent with and aligned with the interest of 16 the class. 17 Q. Would you agree the class 18 representative must be in a non-conflicted 19 position with respect to the class? 20 A. Yes. 21 Q. What is your -- correction. 22 What is MSP's understanding of the 23 composition of the class it seeks to represent? 24 A. The class that MSP seeks to represent 25 would be a class of third-party payers that have</p>	<p style="text-align: right;">Page 24</p> <p>1 subclasses that it seeks to represent? 2 A. To represent the interest of the 3 third-party payers -- the 3PPs -- the main class 4 and all the subclasses per the allegations in the 5 complaint. 6 Q. Is MSP itself a third-party payer for 7 valsartan-containing drugs? 8 MR. WHORTON: Objection. 9 Outside the scope. 10 Calls for a legal conclusion. 11 A. MSP is an assignee of third-party 12 payers. 13 Q. Okay. 14 It is not itself a third-party payer? 15 MR. WHORTON: Asked and answered. 16 A. It is not. 17 Q. Has MSP ever been itself a 18 third-party payer for valsartan-containing drugs? 19 A. No. 20 Q. Has MSP ever been a plan sponsor for 21 any medical insurance plan offering prescription 22 drug coverage? 23 A. No. 24 Q. Has MSP ever provided payments under 25 any medical insurance plan offering prescription</p>
<p style="text-align: right;">Page 23</p> <p>1 paid costs and expenses for the subject valsartan 2 drugs. 3 Q. All right. 4 Is that for all valsartan drugs or 5 only for valsartan drugs that were recalled? 6 MR. WHORTON: Objection. 7 Calls for a legal conclusion. 8 A. The drugs outlined in the complaint. 9 Q. Okay. 10 What is MSP's understanding of the 11 subclasses that it seeks to represent? 12 A. The same responsibilities that it 13 would seek to -- it's with respect to the class -- 14 I don't recall. I'm not sure which subclasses 15 you're referring to. 16 Q. Okay. 17 You reviewed the complaint as part of 18 your preparation for today? 19 A. I did. 20 Q. Do you recall seeing subclasses that 21 were state-specific subclasses defined in that 22 complaint? 23 A. Yes. 24 Q. So with that clarification, what is 25 MSP's understanding of the composition of the</p>	<p style="text-align: right;">Page 25</p> <p>1 drug coverage? 2 A. No. 3 Q. Has MSP ever administered a 4 prescription drug plan? 5 A. No. 6 Q. Has MSP ever been a pharmacy benefits 7 manager? 8 A. No. 9 Q. Has MSP ever applied with the Centers 10 for Medicare and Medicaid Services to become a 11 Medicare Advantage organization? 12 A. No. 13 Q. Has MSP ever provided payments under 14 a Medicare Advantage plan? 15 A. No. 16 Q. Has MSP ever administered a Medicare 17 Advantage plan? 18 A. No. 19 Q. Please explain MSP's understanding of 20 what MSP's qualifications are to serve as a class 21 representative on behalf of a class of third-party 22 payers for valsartan-containing drugs. 23 MR. WHORTON: Objection. 24 Calls for a legal conclusion. 25 A. As the assignee of the subject</p>

<p style="text-align: right;">Page 26</p> <p>1 Medicare Advantage plans, it understands the</p> <p>2 issues raised in the complaint and can represent</p> <p>3 the interests not only of itself and the claims</p> <p>4 that it owns on behalf of the assignors, but on</p> <p>5 behalf of all of the payers that may pay for these</p> <p>6 drugs.</p> <p>7 Q. All right.</p> <p>8 MSP is suing in its own name in this</p> <p>9 case; is that right?</p> <p>10 MR. WHORTON: Objection.</p> <p>11 Vague.</p> <p>12 Object to the form.</p> <p>13 A. Yes.</p> <p>14 Q. But it's asserting claims assigned to</p> <p>15 it by certain third-party payer entities that</p> <p>16 you've referred to; is that correct?</p> <p>17 A. Yes.</p> <p>18 Q. Which specific assignors' claims is</p> <p>19 MSP asserting as class representative in this</p> <p>20 case?</p> <p>21 A. SummaCare, the Emblem-related</p> <p>22 Medicare Advantage plans and ConnectiCare.</p> <p>23 Q. In addition to those three entities</p> <p>24 or set of entities, MSP also has assignments from</p> <p>25 other third-party payer entities that have paid</p>	<p style="text-align: right;">Page 28</p> <p>1 information.</p> <p>2 A. Mr. Ostfeld, could you please repeat</p> <p>3 your question?</p> <p>4 MR. OSTFELD: Madam Court Reporter,</p> <p>5 would you mind reading back the question?</p> <p>6 (Whereupon, the record was read back</p> <p>7 by the reporter.)</p> <p>8 Q. I'll re-ask the question.</p> <p>9 What is MSP's understanding of the</p> <p>10 characteristics of SummaCare's, ConnectiCare's and</p> <p>11 Emblem Health's claims that MSP believes makes</p> <p>12 them well suited to serve as class representatives</p> <p>13 claims?</p> <p>14 MR. WHORTON: Same objection.</p> <p>15 Vague.</p> <p>16 Outside the scope.</p> <p>17 I would counsel the witness to answer</p> <p>18 only to the extent he does not reveal</p> <p>19 attorney-client privileged information.</p> <p>20 A. The payments that were made by those</p> <p>21 health plans that you identified were made</p> <p>22 similarly by all of the third-party payers and</p> <p>23 other similarly-situated Medicare Advantage plans</p> <p>24 for these illegal drugs.</p> <p>25 Q. All right.</p>
<p style="text-align: right;">Page 27</p> <p>1 for valsartan-containing drugs; is that correct?</p> <p>2 A. Yes.</p> <p>3 Q. Out of the group of assignors who</p> <p>4 fall within that group of third-party payers that</p> <p>5 have paid for valsartan-containing drugs, how did</p> <p>6 MSP come to select SummaCare, Emblem Health and</p> <p>7 ConnectiCare as the assignors' claims to assert in</p> <p>8 this case?</p> <p>9 MR. WHORTON: Objection.</p> <p>10 Outside the scope.</p> <p>11 I would caution the witness to answer</p> <p>12 the question to the extent he doesn't reveal</p> <p>13 attorney-client privileged information.</p> <p>14 A. I was not involved in that process.</p> <p>15 Q. All right.</p> <p>16 What is MSP's understanding of the</p> <p>17 characteristics of SummaCare's, ConnectiCare's and</p> <p>18 Emblem Health's claims that MSP believes makes</p> <p>19 them well suited to serve as class representatives</p> <p>20 claims?</p> <p>21 MR. WHORTON: Same objection.</p> <p>22 Outside the scope.</p> <p>23 I would counsel the witness to answer</p> <p>24 the question to the extent he cannot</p> <p>25 reveal attorney-client privileged</p>	<p style="text-align: right;">Page 29</p> <p>1 You just used the phrase "illegal</p> <p>2 drugs."</p> <p>3 What makes these drugs illegal?</p> <p>4 A. That's my conclusion from having read</p> <p>5 the complaint. My understanding is that they were</p> <p>6 found to be adulterated and illegal by the FDA.</p> <p>7 Q. All right.</p> <p>8 So that statement "illegal drugs,"</p> <p>9 the phrase "illegal drugs," is based on your</p> <p>10 reading of the complaint filed by MSP in this</p> <p>11 case?</p> <p>12 A. Yes.</p> <p>13 Q. Are you claiming expertise in what</p> <p>14 makes a drug adulterated or illegal?</p> <p>15 A. No.</p> <p>16 Q. Are you here to testify as to MSP's</p> <p>17 knowledge of what makes these valsartan purchases</p> <p>18 adulterated or illegal?</p> <p>19 MR. WHORTON: Objection.</p> <p>20 Outside the scope.</p> <p>21 MR. OSTFELD: I agree.</p> <p>22 A. No.</p> <p>23 Q. All right.</p> <p>24 So when you used the phrase "illegal</p> <p>25 drugs," you're not using that phrase as a</p>

<p style="text-align: right;">Page 30</p> <p>1 representative of MSP? That is your personal 2 opinion based on reading the complaint? 3 MR. WHORTON: Objection. 4 Misstates the testimony. 5 A. It is my conclusion from having read 6 the complaint. 7 Q. Is it your conclusion that all 8 valsartan purchases that were reimbursed by all 9 third-party payers were illegal drugs? 10 MR. WHORTON: Objection. 11 Lacks foundation. 12 A. Those that have been identified in 13 the complaint. 14 Q. All right. 15 So to the extent the complaint 16 identifies all valsartan purchases, it's your 17 understanding that all valsartan purchases were 18 illegal? 19 A. If the purchases were paid for for 20 the drugs identified in the complaint, it is my 21 understanding that the plaintiffs have suffered 22 economic damages. 23 (Whereupon, Exhibit 1 was marked for 24 identification.) 25 Q. All right.</p>	<p style="text-align: right;">Page 32</p> <p>1 claims MSPRC asserts herein are the claims alleged 2 in the complaint or otherwise in this litigation 3 for reimbursement of payments made for 4 sartan-containing drugs based on assignments to it 5 from the three at-issue assignor MAOs, 6 ConnectiCare, Emblem Health (Group Health, Inc.) 7 and Health Insurance Plan of Greater New York) and 8 SummaCare, Inc. MSPRC asserts no other claims 9 herein and specifically asserts no claims based on 10 any other assignment by any other type of TPP 11 besides the at-issue assignor MAOs." 12 Is that a stipulation that you were 13 aware of? 14 A. I'm seeing it now. I'm aware of it 15 now. 16 Q. Okay. 17 You were not aware of it before your 18 deposition today? 19 A. Generally, yes. Not to the extent it 20 was in a written stipulation. I had reviewed the 21 stipulation, but generally, yes. 22 Q. Okay. 23 You identified those same three 24 entities as the entities whose claims MSP is 25 asserting today?</p>
<p style="text-align: right;">Page 31</p> <p>1 I'm going to share my screen. 2 Hopefully what you have in front of 3 you now -- one moment, please. All right. You 4 should have in front of you a document marked 5 Stipulation Regarding Discovery. 6 Is that showing on your screen? 7 A. Yes, sir. 8 Q. All right. 9 Are you familiar with this document? 10 A. I have not seen it before today. 11 Q. Okay. 12 Were you aware before today that 13 there was a stipulation entered into between the 14 defendants and, among others, MSP, regarding the 15 specific claims that MSP is asserting in this case 16 and limitations upon its claims being asserted? 17 A. No, I was not aware. 18 Q. All right. 19 I'm going to direct your attention to 20 paragraph one, which reads "The only claims MSPRC 21 asserts herein" -- for the record, as used in this 22 document, MSPRC means the same thing as the 23 acronym MSP that I've been using. It refers to 24 that entity, the plaintiff entity. 25 So paragraph one states "The only</p>	<p style="text-align: right;">Page 33</p> <p>1 A. Yes. 2 Q. And it was your understanding that 3 MSP is not asserting claims on behalf of any of 4 its other assignors in connection with this 5 litigation? 6 A. Yes, that's correct. 7 Q. With respect to those other 8 assignors, the stipulation contained in Exhibit A 9 that lists 36 other assignors besides the three 10 that we've talked about that also allegedly made 11 reimbursable payments for sartan-containing drugs. 12 I'm going to take a moment to show you that list 13 and ask you if you're familiar with these assignor 14 entities as well. 15 Can you read the list or do I need to 16 make it a little larger? 17 A. I could read it. 18 I am familiar with them. 19 Q. Okay. 20 You're familiar with these entities? 21 A. Yes. 22 Q. As I understand it, this list 23 includes -- if you include the three entities that 24 are at issue here, it includes ten Medicare 25 Advantage organizations and then 26 other entities</p>

<p style="text-align: right;">Page 34</p> <p>1 that are referenced as first tier, downstream or 2 related entities. 3 Do you agree with those 4 categorizations? 5 MR. WHORTON: Object to form. 6 A. It appears to be, yes. 7 Q. All right. 8 If the proposed class of third-party 9 payers that you described were certified in this 10 case, would you agree all 36 of these entities 11 would fall within the class definition? 12 MR. WHORTON: Objection. 13 Calls for a legal conclusion. 14 Outside the scope. 15 A. Yes. 16 Q. I want to move back up to paragraph 17 four of the stipulation. 18 Paragraph four reads "MSPRC and 19 MADA" -- which is another entity involved in this 20 case -- "MSPRC and MADA will exclude from their 21 own individual and class claims for damages any 22 amounts alleged to be owed in the form of 23 reimbursement for sartan-containing drugs by any 24 FDR" -- FDR is the acronym for first tier 25 downstream or related entities -- "including the</p>	<p style="text-align: right;">Page 36</p> <p>1 obligation to represent the class. 2 Q. All right. 3 If MSP prevails in its motion to 4 certify the proposed class, how will MSP fulfill 5 it's stipulated commitments not to assert class 6 claims for damages on behalf of its other seven 7 Medicare Advantage organization assignors? 8 MR. WHORTON: Same objection. 9 Asked and answered. 10 Vague. 11 Incomplete hypothetical. 12 Calls for speculation. 13 Calls for a legal conclusion. 14 A. It would assert the claims on behalf 15 of the class and it would assert the claims in 16 accordance with the stipulation and I would defer 17 to counsel as to how that would be carried out. 18 Q. Okay. 19 But your understanding -- MSP's 20 understanding -- is if a class is certified, the 21 only damages MSP is seeking to recover for itself 22 are damages on the reimbursement claims assigned 23 to MSP by ConnectiCare, Emblem Health and 24 SummaCare; is that right? 25 MR. WHORTON: Objection.</p>
<p style="text-align: right;">Page 35</p> <p>1 26 FDRs and all other FDRs, but this agreement 2 does not impair and is without prejudice to 3 MSPRC's or any other proposed TPP class 4 representatives' ability to move for class 5 certification as to the class definition set forth 6 above." 7 Do you see that provision? 8 A. I do. 9 Q. So let's assume for the moment that 10 the court agrees with MSP and it certifies a class 11 that includes first tier downstream and related 12 entities. 13 MSP is the assignee of claims from 26 14 of those entities, so if that class is certified, 15 how will MSP fulfill its stipulated commitment not 16 to assert class claims for damages on behalf of 17 those 26 assignors? 18 MR. WHORTON: Objection. 19 Compound. 20 Vague. 21 Calls for a legal conclusion. 22 Speculative. 23 Incomplete hypothetical. 24 A. I would defer to counsel to comply 25 with its -- with the stipulation in fulfilling the</p>	<p style="text-align: right;">Page 37</p> <p>1 Asked and answered. 2 Calls for a legal conclusion. 3 The stipulation speaks for itself. 4 A. My answer is that the plaintiff would 5 comply with the stipulation and would continue to 6 represent the interest of the class and again, it 7 would defer to counsel as to how the terms of the 8 stipulation will be advanced. 9 Q. ConnectiCare, Emblem Health and 10 SummaCare are all Medicare Advantage 11 organizations, correct? 12 MR. WHORTON: Objection. 13 Vague. 14 Object to form. 15 A. Yes, they are. 16 Q. To your knowledge, do any of those 17 entities offer non-Medicare private insurance 18 plans? 19 A. I do not know specifically. 20 Q. All right. 21 Does MSP have knowledge of whether 22 any of those entities offer non-Medicare private 23 insurance plans? 24 A. I do not know. 25 Q. Okay.</p>

<p style="text-align: right;">Page 38</p> <p>1 The claims those entities assigned to</p> <p>2 MSP are all claims for reimbursement of Medicare</p> <p>3 payments they made for valsartan-containing drugs</p> <p>4 on behalf of beneficiaries or enrollees; is that</p> <p>5 correct?</p> <p>6 A. Yes.</p> <p>7 Q. So MSP is not asserting any claims in</p> <p>8 this case assigned to it by any private</p> <p>9 non-Medicare insurance plan?</p> <p>10 A. It is asserting the broad claims as</p> <p>11 contained in the assignments and as outlined in</p> <p>12 the complaint.</p> <p>13 Q. Okay.</p> <p>14 The broad claims contained in the</p> <p>15 assignment do not include any claims from private</p> <p>16 non-Medicare insurance plans, correct?</p> <p>17 A. Not that I'm aware of.</p> <p>18 Q. MSP is not asserting any claims</p> <p>19 assigned to it by a pharmacy benefit manager?</p> <p>20 A. MSP does not have an assignment from</p> <p>21 a pharmacy benefits manager.</p> <p>22 Q. Okay.</p> <p>23 I want to go back -- sorry, I got rid</p> <p>24 of that screen a little too early. I want to go</p> <p>25 back and look at that list of other assignors. I</p>	<p style="text-align: right;">Page 40</p> <p>1 MR. WHORTON: Objection.</p> <p>2 A. I don't know.</p> <p>3 MR. WHORTON: Lodge an objection.</p> <p>4 Outside the scope.</p> <p>5 Q. Does MSP have an understanding as to</p> <p>6 how healthcare providers may have come to possess</p> <p>7 reimbursement claims for valsartan purchases?</p> <p>8 MR. WHORTON: Objection.</p> <p>9 Vague.</p> <p>10 A. Could you repeat the question,</p> <p>11 please?</p> <p>12 Q. Sure.</p> <p>13 Does MSP have an understanding as to</p> <p>14 how healthcare providers came to possess</p> <p>15 reimbursement claims for valsartan purchases?</p> <p>16 MR. WHORTON: Objection.</p> <p>17 Vague.</p> <p>18 Outside the scope.</p> <p>19 A. To the extent that a provider pays</p> <p>20 for or is at financial risk for the healthcare</p> <p>21 services or the drugs, it would have a claim.</p> <p>22 Q. All right.</p> <p>23 But when a healthcare provider</p> <p>24 purchases valsartan, it gets reimbursed by an</p> <p>25 insurer or directly by a patient when it dispenses</p>
<p style="text-align: right;">Page 39</p> <p>1 just have a few questions about this list.</p> <p>2 It looks like, from a review of the</p> <p>3 names of the entities, some of these entities are</p> <p>4 healthcare providers rather than insurance plans;</p> <p>5 is that correct?</p> <p>6 MR. WHORTON: Object to form.</p> <p>7 Calls for a legal conclusion.</p> <p>8 A. I'm not sure what's a healthcare</p> <p>9 provider. There may be -- I can identify -- I</p> <p>10 believe I can identify the Medicare Advantage</p> <p>11 plans, but I'm not sure specifically what some of</p> <p>12 other ones may be.</p> <p>13 Q. Okay. Let me try a few examples.</p> <p>14 Physician's Access Urgent Care Group,</p> <p>15 that's an urgent care center, right?</p> <p>16 MR. WHORTON: Objection.</p> <p>17 Outside the scope.</p> <p>18 A. I'm sorry. Which one are you</p> <p>19 referring to again?</p> <p>20 Q. Physician's Access Urgent Care Group.</p> <p>21 A. I don't recall what they do. I don't</p> <p>22 know what they do.</p> <p>23 Q. Okay.</p> <p>24 How about Family Physicians of Winter</p> <p>25 Park? That's a medical group, isn't it?</p>	<p style="text-align: right;">Page 41</p> <p>1 the product, doesn't it?</p> <p>2 MR. WHORTON: Objection.</p> <p>3 Outside the scope.</p> <p>4 Calls for a legal conclusion.</p> <p>5 A. I'm not sure about the specifics of</p> <p>6 how it would work.</p> <p>7 Q. Okay.</p> <p>8 You don't know if that's just a</p> <p>9 passthrough cost?</p> <p>10 MR. WHORTON: Asked and answered.</p> <p>11 A. I do not.</p> <p>12 Q. Is it MSP's understanding that the</p> <p>13 proposed class you described earlier includes</p> <p>14 healthcare providers?</p> <p>15 MR. WHORTON: Objection.</p> <p>16 Asked and answered.</p> <p>17 Calls for a legal conclusion.</p> <p>18 A. It would depend on whether the</p> <p>19 provider was charged for or paid for or was at</p> <p>20 risk financially for the drug. That would be the</p> <p>21 analysis.</p> <p>22 Q. If a punitive class member was</p> <p>23 charged for a drug and then subsequently sold the</p> <p>24 drug and received back the full price it paid, is</p> <p>25 that still a class member in MSP's view?</p>

<p style="text-align: right;">Page 42</p> <p>1 MR. WHORTON: Objection.</p> <p>2 Calls for a legal conclusion.</p> <p>3 Outside the scope.</p> <p>4 Incomplete hypothetical.</p> <p>5 Calls for speculation.</p> <p>6 A. That would be a legal conclusion that</p> <p>7 I just can't answer.</p> <p>8 Q. All right.</p> <p>9 Have you -- here, I'm asking about</p> <p>10 you personally. Have you personally had any</p> <p>11 involvement in gathering documents or information</p> <p>12 from assignors that have been produced in this</p> <p>13 litigation?</p> <p>14 A. Personally, no.</p> <p>15 Q. All right.</p> <p>16 Are you familiar with the efforts</p> <p>17 undertaken to gather documents from assignors in</p> <p>18 connection with this litigation?</p> <p>19 A. Specifically, no. I understand that</p> <p>20 it's gone on, but I have not been personally</p> <p>21 involved.</p> <p>22 Q. All right.</p> <p>23 It's my understanding that there were</p> <p>24 two assignors from whom MSP sought to obtain</p> <p>25 documents and had difficulty, Neighbor M.D. and</p>	<p style="text-align: right;">Page 44</p> <p>1 MR. OSTFELD: Okay.</p> <p>2 Why don't we go ahead and take our</p> <p>3 first break? Maybe five or ten minutes?</p> <p>4 THE WITNESS: Very well.</p> <p>5 THE VIDEOGRAPHER: The time is 9:59.</p> <p>6 We are going off the video record.</p> <p>7 This ends media unit one.</p> <p>8 (Recess taken)</p> <p>9 THE VIDEOGRAPHER: The time is 10:11.</p> <p>10 We are going back on the video</p> <p>11 record.</p> <p>12 This begins media unit two.</p> <p>13 Q. Mr. Lopez, you testified earlier that</p> <p>14 you are not an employee of MSP, but rather MSP</p> <p>15 Recovery LLC.</p> <p>16 Does MSP itself have any employees?</p> <p>17 A. No.</p> <p>18 Q. So presumably then no one at MSP has</p> <p>19 ever worked for Emblem Health, ConnectiCare or</p> <p>20 SummaCare?</p> <p>21 A. Correct.</p> <p>22 Q. Is there anyone at MSP that was</p> <p>23 involved in administering Medicare Advantage plans</p> <p>24 at any of those entities?</p> <p>25 A. No.</p>
<p style="text-align: right;">Page 43</p> <p>1 University Healthcare MSO.</p> <p>2 Do you have any familiarity with</p> <p>3 either of those circumstances?</p> <p>4 A. I do not.</p> <p>5 Q. Okay.</p> <p>6 Does MSP have the ability to compel</p> <p>7 assignor entities to provide it with documents?</p> <p>8 MR. WHORTON: Objection.</p> <p>9 Vague.</p> <p>10 Outside the scope.</p> <p>11 A. They could request documents.</p> <p>12 Q. It can request, but it cannot</p> <p>13 require?</p> <p>14 MR. WHORTON: Object to form.</p> <p>15 A. It would depend on the particular</p> <p>16 agreement -- the assignment agreement or the</p> <p>17 recovery agreement -- entered into. Perhaps</p> <p>18 there's a contractual agreement to that effect.</p> <p>19 Q. All right.</p> <p>20 Does MSP have the ability to compel</p> <p>21 assignors to produce witnesses in connection with</p> <p>22 litigation?</p> <p>23 A. Similar answer to your previous</p> <p>24 question, sir: It would depend on the particular</p> <p>25 terms of the agreements.</p>	<p style="text-align: right;">Page 45</p> <p>1 Q. Is there anyone at MSP that was</p> <p>2 involved in payments for valsartan-containing</p> <p>3 drugs by any of those entities?</p> <p>4 A. No.</p> <p>5 Q. Was there anyone either employed by</p> <p>6 or affiliated with MSP that has personal knowledge</p> <p>7 of payments made by ConnectiCare for</p> <p>8 valsartan-containing drugs?</p> <p>9 A. MSP the plaintiff? No.</p> <p>10 Q. Okay.</p> <p>11 Anyone at MSP that has personal</p> <p>12 knowledge of Emblem Health's payments for</p> <p>13 valsartan-containing drugs?</p> <p>14 A. Just to clarify, when you said</p> <p>15 affiliated with, the people at MSP Recovery LLC</p> <p>16 would have personal knowledge based upon review of</p> <p>17 the data, but not the plaintiff itself. Just to</p> <p>18 clarify.</p> <p>19 Q. Okay. All right.</p> <p>20 So the plaintiff itself would not</p> <p>21 have any personal knowledge of any payments for</p> <p>22 valsartan-containing drugs by Emblem Health,</p> <p>23 SummaCare or ConnectiCare?</p> <p>24 A. No individual. The plaintiff does</p> <p>25 have personal knowledge based upon the data, but</p>

<p style="text-align: right;">Page 46</p> <p>1 no individual.</p> <p>2 Q. Okay.</p> <p>3 Who is the data for each of those</p> <p>4 entities possessed by? MSP or MSP Recovery LLC?</p> <p>5 MR. WHORTON: Objection.</p> <p>6 Vague.</p> <p>7 A. MSP Recovery LLC.</p> <p>8 Q. Okay.</p> <p>9 MSP Recovery LLC holds the data?</p> <p>10 A. Yes.</p> <p>11 Q. So any person, whether on an</p> <p>12 individual or corporate capacity that would have</p> <p>13 knowledge of the claims reflected in those data</p> <p>14 would be at MSP Recovery LLC, not the plaintiff</p> <p>15 entity, MSP; is that correct?</p> <p>16 A. That is correct.</p> <p>17 Q. Okay.</p> <p>18 Because the plaintiff entity, MSP,</p> <p>19 has no employees, correct?</p> <p>20 A. Correct.</p> <p>21 Q. So there is nobody employed by MSP</p> <p>22 who is capable of having knowledge either</p> <p>23 individually or on behalf of the corporation,</p> <p>24 correct?</p> <p>25 A. Correct.</p>	<p style="text-align: right;">Page 48</p> <p>1 Same answer for SummaCare?</p> <p>2 A. Yes, sir.</p> <p>3 Q. Is there anyone at MSP Recovery who</p> <p>4 has personal knowledge of the terms and conditions</p> <p>5 of the Medicare Advantage plans offered by</p> <p>6 ConnectiCare, Emblem Health or SummaCare?</p> <p>7 A. No.</p> <p>8 Q. Is there anyone at MSP Recovery who</p> <p>9 has knowledge of the co-pay terms under each of</p> <p>10 the Medicare Advantage plans offered by</p> <p>11 ConnectiCare, Emblem Health or SummaCare?</p> <p>12 A. No.</p> <p>13 Q. Is there anyone at MSP Recovery who</p> <p>14 familiar with the formularies used by</p> <p>15 ConnectiCare, Emblem Health or SummaCare?</p> <p>16 A. There may be. I couldn't identify</p> <p>17 anyone in particular, but there may be. I'm just</p> <p>18 not sure.</p> <p>19 Q. Okay.</p> <p>20 To the extent that anyone at MSP</p> <p>21 Recovery has that knowledge, it would be based on</p> <p>22 a review of any plan documents received from those</p> <p>23 entities; is that right?</p> <p>24 MR. WHORTON: Objection.</p> <p>25 Lacks foundation.</p>
<p style="text-align: right;">Page 47</p> <p>1 Q. So to the extent knowledge of the</p> <p>2 claims or operations of ConnectiCare, Emblem</p> <p>3 Health or SummaCare comes into play in this</p> <p>4 litigation, that knowledge will have to come from</p> <p>5 MSP Recovery LLC instead of MSP; is that right?</p> <p>6 MR. WHORTON: Object to form.</p> <p>7 Outside the scope.</p> <p>8 A. Not with respect to operations of the</p> <p>9 health plans, but with respect to the payments</p> <p>10 made for the drugs and the claims data, yes.</p> <p>11 Q. Okay. So for this next set of</p> <p>12 questions, I think I'm going to ask about MSP</p> <p>13 Recovery.</p> <p>14 Is there anyone at MSP recovery who</p> <p>15 could tell me whether each of ConnectiCare's plans</p> <p>16 was fully insured or self-funded?</p> <p>17 A. No, I believe that would have to come</p> <p>18 from the plan itself.</p> <p>19 Q. Okay.</p> <p>20 Is there anyone at MSP recovery who</p> <p>21 could tell me whether Emblem Health's plans were</p> <p>22 fully insured or self-funded?</p> <p>23 A. No. I would defer to Mr. Miranda.</p> <p>24 Perhaps he knows, but I'm not sure.</p> <p>25 Q. Okay.</p>	<p style="text-align: right;">Page 49</p> <p>1 Calls for speculation.</p> <p>2 A. I would suspect so.</p> <p>3 Q. Okay.</p> <p>4 Is there anyone at MSP Recovery who</p> <p>5 could tell me the specific amounts that</p> <p>6 ConnectiCare paid under each of its plans for</p> <p>7 defendants' valsartan-containing drugs during the</p> <p>8 proposed class period?</p> <p>9 MR. WHORTON: Objection.</p> <p>10 Vague.</p> <p>11 A. I would presume Mr. Miranda.</p> <p>12 Q. Same answer for Emblem Health?</p> <p>13 MR. WHORTON: Same objection.</p> <p>14 A. Yes.</p> <p>15 Q. Same answer for SummaCare?</p> <p>16 MR. WHORTON: Same objection.</p> <p>17 A. Yes.</p> <p>18 Q. Is there anyone at MSP Recovery who</p> <p>19 could tell me the specific amounts paid by those</p> <p>20 entities for non-defendant valsartan-containing</p> <p>21 drugs during the proposed class periods?</p> <p>22 A. I'm sorry. Would you please repeat</p> <p>23 the question?</p> <p>24 Q. Sure.</p> <p>25 Is there anyone at MSP Recovery who</p>

<p style="text-align: right;">Page 50</p> <p>1 could tell me the specific amounts that</p> <p>2 ConnectiCare, Emblem Health or SummaCare paid</p> <p>3 under their respective plans for non-defendants'</p> <p>4 valsartan-containing drugs during the proposed</p> <p>5 class period?</p> <p>6 MR. WHORTON: Objection.</p> <p>7 Vague.</p> <p>8 A. I'm not sure. Perhaps Mr. Miranda.</p> <p>9 Q. Okay.</p> <p>10 Is there anyone else at MSP Recovery</p> <p>11 who could tell me the specific amounts that</p> <p>12 ConnectiCare, Emblem Health or SummaCare paid</p> <p>13 under their respective plans for other classes of</p> <p>14 hypertension medications other than</p> <p>15 valsartan-containing drugs during the proposed</p> <p>16 class period?</p> <p>17 A. Perhaps Mr. Miranda.</p> <p>18 Q. Is there anyone at MSP Recovery with</p> <p>19 personal knowledge of ConnectiCare's response to</p> <p>20 the valsartan recall?</p> <p>21 A. I don't believe so. I think that</p> <p>22 would be at the plan itself.</p> <p>23 Q. Okay.</p> <p>24 What about Emblem Health's response</p> <p>25 to the recall? Anyone at MSP Recovery with</p>	<p style="text-align: right;">Page 52</p> <p>1 A. I'm not sure.</p> <p>2 Q. Okay.</p> <p>3 Is there anyone at MSP Recovery who</p> <p>4 could tell me the number or percentage of</p> <p>5 ConnectiCare's beneficiaries or enrollees who had</p> <p>6 multiple plan coverages?</p> <p>7 MR. WHORTON: Objection.</p> <p>8 Vague.</p> <p>9 A. I'm also not sure.</p> <p>10 Q. All right.</p> <p>11 Same answer for Emblem Health and</p> <p>12 SummaCare?</p> <p>13 A. Yes, sir.</p> <p>14 Q. Is there anyone at MSP Recovery who</p> <p>15 could tell me whether ConnectiCare, Emblem Health</p> <p>16 or SummaCare negotiated rebates for any</p> <p>17 valsartan-containing drugs?</p> <p>18 A. I am not sure. Perhaps Mr. Miranda</p> <p>19 would know.</p> <p>20 Q. Okay.</p> <p>21 Is there anyone at MSP Recovery who</p> <p>22 could tell me whether ConnectiCare, Emblem Health</p> <p>23 or SummaCare had negotiated rebates for any other</p> <p>24 hypertension drugs?</p> <p>25 A. I am not sure.</p>
<p style="text-align: right;">Page 51</p> <p>1 knowledge of that?</p> <p>2 A. Same answer, no, I don't believe so.</p> <p>3 Q. Same answer for SummaCare?</p> <p>4 A. Yes, sir.</p> <p>5 Q. Is there anyone at MSP Recovery who</p> <p>6 could tell me what cost, if any, ConnectiCare,</p> <p>7 Emblem Health or SummaCare incurred in connection</p> <p>8 with the recall?</p> <p>9 MR. WHORTON: Objection.</p> <p>10 Vague.</p> <p>11 A. I am not sure.</p> <p>12 Q. Okay.</p> <p>13 Is there anyone at MSP Recovery who</p> <p>14 could tell me what replacement drugs ConnectiCare,</p> <p>15 Emblem Health or SummaCare reimbursed for plan</p> <p>16 beneficiaries or enrollees following the recall?</p> <p>17 A. Same answer. Perhaps Mr. Miranda.</p> <p>18 Q. Okay.</p> <p>19 Is there anyone at MSP Recovery who</p> <p>20 could tell me what the terms of ConnectiCare's,</p> <p>21 Emblem Health's or SummaCare's respective plans</p> <p>22 with respect to cost sharing with private</p> <p>23 insurers?</p> <p>24 MR. WHORTON: Objection.</p> <p>25 Vague.</p>	<p style="text-align: right;">Page 53</p> <p>1 Q. Okay.</p> <p>2 Is there anyone at MSP Recovery</p> <p>3 familiar with the terms of the certificates of</p> <p>4 coverage for each of ConnectiCare's, Emblem</p> <p>5 Health's and SummaCare's plans?</p> <p>6 A. Perhaps, but I can't think of anyone</p> <p>7 in particular.</p> <p>8 Q. Okay.</p> <p>9 Is there anyone at MSP Recovery</p> <p>10 familiar with the maximum allowable cost paid by</p> <p>11 ConnectiCare, Emblem Health or SummaCare for</p> <p>12 valsartan-containing drugs?</p> <p>13 A. I do not know.</p> <p>14 Q. Okay. I'd like to move on and talk</p> <p>15 about the assignments a little bit.</p> <p>16 You said you reviewed the assignment</p> <p>17 documents in preparing for your deposition today?</p> <p>18 A. Yes. Some of them, yes.</p> <p>19 Q. Okay.</p> <p>20 MSP has produced separate assignment</p> <p>21 documents from SummaCare, Emblem Health and</p> <p>22 ConnectiCare.</p> <p>23 Have you reviewed assignments for</p> <p>24 each of those entities?</p> <p>25 A. I have.</p>

<p style="text-align: right;">Page 54</p> <p>1 Q. I'm going to go through what I've got 2 in a moment with those. First, I'd like to get 3 some general background. 4 How does MSP go about identifying 5 entities that are willing to assign claims to MSP? 6 A. There are certain individuals that 7 have relationships with Medicare Advantage plans 8 and those individuals that have the relationships 9 would approach or discuss what MSP Recovery does 10 with the healthcare claims data and they begin the 11 discussions about the assignments of those claims. 12 Q. Okay. 13 So it's a relationship-based model of 14 identifying assignors; is that correct? 15 MR. WHORTON: Object to form. 16 A. Generally, yes. 17 Q. Okay. 18 There's not, for example, a database 19 or repository of third-party payers that MSP 20 consults to identify potential assignors? 21 A. Not to my knowledge. 22 Q. Does MSP use standardized assignment 23 agreements or do the terms vary for each assignor? 24 A. They typically would vary, depending 25 on any particular assignor.</p>	<p style="text-align: right;">Page 56</p> <p>[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] 8 Q. All right. 9 The claims that are assigned to MSP 10 by its assignors, is that a standardized 11 assignment or does that vary by particular 12 assignor? 13 MR. WHORTON: Objection. 14 Vague. 15 A. Are you referring just to the three 16 assignors at issue or generally all the assignors? 17 Q. I'm starting with all of them. 18 A. I'm sorry. Would you repeat the 19 question, please? 20 Q. Sure. 21 The claims that are assigned to MSP 22 by its assignors, are the claims assigned 23 standardized or do the particular claims assigned 24 vary by assignor? 25 MR. WHORTON: Objection.</p>
<p style="text-align: right;">Page 55</p> <p>1 Q. Okay. 2 Are the assignments typically 3 irrevocable? 4 A. Yes. 5 Q. Is that standard or does that vary 6 depending on the particular assignor? 7 A. That is standard. 8 Q. Okay. 9 The consideration that MSP pays for 10 the assignments, is that standard or does that 11 vary by assignor? 12 A. It would vary. 13 Q. Okay. 14 What consideration did MSP pay to 15 SummaCare for SummaCare's assignment? 16 A. The initial assignment was entered 17 into on a deferred compensation basis whereby the 18 assignor would be -- excuse me -- would be paid 19 50% of any recovery obtained in the future. 20 [REDACTED] 21 [REDACTED] 22 [REDACTED] 23 [REDACTED] 24 [REDACTED] 25 [REDACTED]</p>	<p style="text-align: right;">Page 57</p> <p>1 Vague. 2 A. The initial proposal is very standard 3 and occasionally an assignor will vary the scope 4 of the assignment. 5 Q. Okay. 6 What is the initial standard proposal 7 that is typically made to an assignor? 8 A. A very broad assignment of any and 9 all claims and causes of action arising from the 10 claims data and the claims identified in the data. 11 Q. All right. 12 Do the assignment -- does the initial 13 proposal typically encompass a specific period for 14 the assignment or is it unlimited in time? 15 A. It covers -- it covers all of the 16 entire claims period for the particular data that 17 is transferred to MSP Recovery. 18 Q. Okay. 19 What claims did SummaCare assign to 20 MSP? 21 A. SummaCare, if I recall, assigned, 22 again, a very broad assignment of any and all 23 claims and reimbursement rights and cause of 24 action arising from the claims identified in a 25 specific set of data that was transferred to MSP</p>

<p style="text-align: right;">Page 58</p> <p>1 at that time. I don't recall the time period or</p> <p>2 if there was a reference to a time period.</p> <p>3 Q. Okay. We'll have an opportunity to</p> <p>4 review the particulars later. Right now, I'm</p> <p>5 going for kind of the broader overview.</p> <p>6 How about Emblem Health? What claims</p> <p>7 did Emblem Health assign to MSP?</p> <p>8 A. The same. I believe -- and again,</p> <p>9 we'll look at the specific assignments. There may</p> <p>10 have been some exclusion for subrogation rights</p> <p>11 that have already been pursued for generally a</p> <p>12 very broad assignment as well, covering all claims</p> <p>13 and reimbursement rights.</p> <p>14 Q. All right.</p> <p>15 How about ConnectiCare? What claims</p> <p>16 did ConnectiCare assign to MSP?</p> <p>17 A. Similar to the Emblem assignment.</p> <p>18 Q. Okay.</p> <p>19 You mentioned a moment ago,</p> <p>20 exclusion, subrogation rights, that sort of thing.</p> <p>21 When claims are retained by</p> <p>22 assignors, is that negotiated individually by</p> <p>23 assignor?</p> <p>24 MR. WHORTON: Objection.</p> <p>25 Vague.</p>	<p style="text-align: right;">Page 60</p> <p>1 A. Similar to the Emblem assignment.</p> <p>2 Q. To your knowledge, the claims</p> <p>3 retained by Emblem Health, SummaCare or</p> <p>4 ConnectiCare, did any of those claims retain</p> <p>5 claims for valsartan-containing drugs?</p> <p>6 A. Not to my knowledge, no.</p> <p>7 Q. Okay.</p> <p>8 Are you able to affirmatively exclude</p> <p>9 that those -- are you able to say affirmatively</p> <p>10 that the claims they retained did not involve</p> <p>11 valsartan-containing drugs?</p> <p>12 A. Yes.</p> <p>13 Q. How do you know that?</p> <p>14 A. There was no specific exclusion for</p> <p>15 that class of claims.</p> <p>16 Q. The assignments are also not</p> <p>17 specifically inclusive of valsartan-related</p> <p>18 claims; is that right?</p> <p>19 A. It does. It is broad enough to</p> <p>20 include those claims, yes.</p> <p>21 Q. Valsartan is not mentioned by name in</p> <p>22 either the assignment or the exclusion; is that</p> <p>23 fair?</p> <p>24 A. That is fair.</p> <p>25 Q. Other than the assignment document</p>
<p style="text-align: right;">Page 59</p> <p>1 Outside the scope.</p> <p>2 A. Typically, yes.</p> <p>3 Q. Do you recall whether SummaCare</p> <p>4 retained or excluded any claims from its</p> <p>5 assignment?</p> <p>6 A. I believe, to the best of my</p> <p>7 recollection, the only exclusion or claim that was</p> <p>8 not to be pursued were any claims that had already</p> <p>9 been collected upon or in the process of being</p> <p>10 pursued by SummaCare or its subrogation vendor.</p> <p>11 Q. Okay.</p> <p>12 How about Emblem Health? Do you</p> <p>13 recall whether Emblem Health -- you mentioned that</p> <p>14 you thought they did have some exclusions.</p> <p>15 Do you recall any of the particulars</p> <p>16 of that exclusion?</p> <p>17 MR. WHORTON: Objection.</p> <p>18 Asked and answered.</p> <p>19 A. I believe it was similar, any</p> <p>20 recoveries that were being pursued by subrogation</p> <p>21 division or subrogation vendor and, if I recall</p> <p>22 correctly, also claims against any of its</p> <p>23 providers, its medical providers.</p> <p>24 Q. How about ConnectiCare? Did it</p> <p>25 retain any claims?</p>	<p style="text-align: right;">Page 61</p> <p>1 itself, the document titled "Assignment," what</p> <p>2 other agreements does MSP enter into with its</p> <p>3 assignors?</p> <p>4 A. Typically or -- excuse me -- some</p> <p>5 examples of Recovery Agreements, but the Recovery</p> <p>6 Agreements typically contain the assignment</p> <p>7 language within them.</p> <p>8 Q. Okay.</p> <p>9 Any other agreements that you</p> <p>10 typically enter into with assignors?</p> <p>11 A. Business Associate Agreements,</p> <p>12 Confidentiality Agreements and Nondisclosure</p> <p>13 Agreements. That would generally cover all the</p> <p>14 types of agreements.</p> <p>15 Q. Let me get an understanding of what</p> <p>16 each of these agreements is intended to cover.</p> <p>17 What does the agreement cover?</p> <p>18 A. It covers -- it discusses the</p> <p>19 transfer of data and what MSP Recovery LLC will do</p> <p>20 with that data as far as evaluating the data. It</p> <p>21 also contains the assignment of any and all</p> <p>22 reimbursement rights and claims recovery rights</p> <p>23 arising from the claims data.</p> <p>24 Q. How about the Business Association</p> <p>25 Agreement or Business Associate Agreement?</p>

<p style="text-align: right;">Page 62</p> <p>1 A. Business Associate Agreement</p> <p>2 typically referred to as a BAA, in essence, it is</p> <p>3 an agreement whereby a current entity or someone</p> <p>4 that possesses personal health information makes</p> <p>5 sure that the entity to whom it provides data that</p> <p>6 there are certain security and safety measures</p> <p>7 taken to protect the data and the information.</p> <p>8 Q. All right.</p> <p>9 How about the Nondisclosure or</p> <p>10 Confidentiality Agreement?</p> <p>11 A. It would contain terms typically</p> <p>12 found in a confidentiality agreement whereby the</p> <p>13 parties will not disclose confidential or</p> <p>14 proprietary information belonging to each other.</p> <p>15 Q. All right.</p> <p>16 I will show you shortly the</p> <p>17 agreements that we've identified for each of the</p> <p>18 entities, but based on your preparation for the</p> <p>19 deposition today, what agreements does MSP have</p> <p>20 with SummaCare?</p> <p>21 MR. WHORTON: Asked and answered.</p> <p>22 A. Just generally, my recollection is</p> <p>23 the Recovery Agreement and the Assignment</p> <p>24 Agreement. If there's a particular agreement that</p> <p>25 you could show me, I could comment on that.</p>	<p style="text-align: right;">Page 64</p> <p>1 A. No, sir.</p> <p>2 Q. Who at MSP Recovery is responsible</p> <p>3 for analyzing the data received to determine if</p> <p>4 claims exist?</p> <p>5 MR. WHORTON: Object to form.</p> <p>6 A. There are many individuals that are</p> <p>7 employed in the Information Technology Department</p> <p>8 that do that.</p> <p>9 Q. All right.</p> <p>10 So departmentally, that function is</p> <p>11 assigned to the Information Technology Department</p> <p>12 at MSP Recovery?</p> <p>13 A. Yes, sir, that's correct.</p> <p>14 Q. All right.</p> <p>15 Just to be clear, there's not an</p> <p>16 individual at MSP, the plaintiff entity, who has</p> <p>17 that function?</p> <p>18 A. That is correct. It would be done by</p> <p>19 MSP Recovery LLC on its behalf.</p> <p>20 Q. All right.</p> <p>21 In the various assignment documents</p> <p>22 and other contracts that we have talked about that</p> <p>23 are entered into between MSP and past assignors,</p> <p>24 do any of them include a covenant or obligation by</p> <p>25 the assignor to cooperate with MSP for MSP</p>
<p style="text-align: right;">Page 63</p> <p>1 Q. Okay.</p> <p>2 How about with Emblem Health? What</p> <p>3 agreements are you aware of that MSP had with</p> <p>4 Emblem Health?</p> <p>5 A. The same general agreements that</p> <p>6 we've discussed.</p> <p>7 Q. Okay.</p> <p>8 How about ConnectiCare? What</p> <p>9 agreements does MSP have with ConnectiCare?</p> <p>10 A. The same as my previous answer.</p> <p>11 Q. You mentioned data sets that are</p> <p>12 received as part of these agreements.</p> <p>13 What data or documents does MSP</p> <p>14 receive from its assignors in connection with</p> <p>15 these assignments?</p> <p>16 MR. WHORTON: Objection.</p> <p>17 Outside the scope.</p> <p>18 A. My general understanding is it's</p> <p>19 electronic claims data. That's the extent of my</p> <p>20 involvement. I don't get involved in the data</p> <p>21 technology aspect of the business.</p> <p>22 Q. Okay.</p> <p>23 You don't have any knowledge of a</p> <p>24 specific format or data fields in which the data</p> <p>25 is provided?</p>	<p style="text-align: right;">Page 65</p> <p>1 Recovery in connection with ligation?</p> <p>2 MR. WHORTON: Objection to form.</p> <p>3 Vague.</p> <p>4 A. Typically, yes.</p> <p>5 Q. All right.</p> <p>6 In which agreement is that obligation</p> <p>7 typically found?</p> <p>8 MR. WHORTON: Objection to form.</p> <p>9 Vague.</p> <p>10 A. Typically, in the Recovery Agreement</p> <p>11 and Assignment.</p> <p>12 Q. Okay.</p> <p>13 Are there typical remedies that are</p> <p>14 provided to MSP in the event an assignor declines</p> <p>15 to cooperate?</p> <p>16 MR. WHORTON: Object to form.</p> <p>17 Vague.</p> <p>18 A. No, not specifically. No.</p> <p>19 Q. You've been with MSP Recovery since</p> <p>20 approximately 2015.</p> <p>21 Is that when MSP Recovery was formed?</p> <p>22 A. I don't recall specifically when it</p> <p>23 was formed.</p> <p>24 Q. Okay.</p> <p>25 Have you been with MSP Recovery since</p>

<p style="text-align: right;">Page 66</p> <p>1 the start?</p> <p>2 MR. WHORTON: Object to form.</p> <p>3 A. No.</p> <p>4 Q. Do you have knowledge of how many</p> <p>5 assignments MSP has secured since it was formed?</p> <p>6 A. In the context of this question,</p> <p>7 Mr. Ostfeld, when you're referring to MSP, the</p> <p>8 plaintiff or MSP Recovery LLC?</p> <p>9 Q. I'll broaden the question.</p> <p>10 How many assignments has the</p> <p>11 plaintiff MSP or MSP Recovery or any series of MSP</p> <p>12 received since the formation of those entities?</p> <p>13 A. I don't have an exact count, but</p> <p>14 many.</p> <p>15 Q. Okay.</p> <p>16 Understanding you don't have an exact</p> <p>17 count at your fingertips, do you have an</p> <p>18 approximate count?</p> <p>19 A. I would say approximately greater</p> <p>20 than 100 and approximately less than 150, but that</p> <p>21 would just be a guess.</p> <p>22 Q. Okay.</p> <p>23 In the time you've been at MSP, have</p> <p>24 any assignors challenged the -- I'm sorry.</p> <p>25 At the time you've been at MSP</p>	<p style="text-align: right;">Page 68</p> <p>1 Q. Okay.</p> <p>2 To your knowledge, are these the</p> <p>3 documents that assigned the claims MSP is</p> <p>4 asserting in this case as the assignee of</p> <p>5 SummaCare?</p> <p>6 A. Yes.</p> <p>7 Q. All right.</p> <p>8 Now, here we have two separate</p> <p>9 assignments and a Recovery Agreement. So I'll get</p> <p>10 into the details in a moment, but, first, in</p> <p>11 general, can you explain what role each of these</p> <p>12 documents had in the assignment? And we'll start</p> <p>13 with the first assignment on Bates labeled MSP</p> <p>14 1152 through 1153.</p> <p>15 A. This particular page that's on the</p> <p>16 screen that's entitled "Assignment" identifies the</p> <p>17 assignor as MSP Recovery LLC and the assignee as</p> <p>18 Series 16-11-509 LLC, a series of MSP Recovery</p> <p>19 Claims Series LLC. This is the assignment from</p> <p>20 MSP Recovery LLC to the designated series of the</p> <p>21 plaintiff.</p> <p>22 Q. All right.</p> <p>23 This one is dated June 12th, 2017?</p> <p>24 A. Yes.</p> <p>25 Q. All right.</p>
<p style="text-align: right;">Page 67</p> <p>1 Recovery, have any assignors challenged the</p> <p>2 validity or scope of that assignment to MSP or any</p> <p>3 related entity?</p> <p>4 MR. WHORTON: Objection.</p> <p>5 Outside the scope.</p> <p>6 A. No, not to my knowledge.</p> <p>7 (Whereupon, Exhibit 2 was marked for</p> <p>8 identification.)</p> <p>9 Q. Okay. Let's look at some assignment</p> <p>10 documents. I'm going to show you what's been</p> <p>11 marked for identification as Exhibit 2 and for the</p> <p>12 record, Exhibit 2 consists of three agreements,</p> <p>13 one of which has the Bates label MSP 000152</p> <p>14 through 53, an assignment dated June 12th, 2013,</p> <p>15 one of which has the Bates number MSP 14 -- I'm</p> <p>16 sorry -- 154 through 155, assignment dated</p> <p>17 May 12th, 2017 and one of which has Bates numbers</p> <p>18 MSP 156 through 172 and is a Recovery Agreement</p> <p>19 dated May 12th, 2017.</p> <p>20 Mr. Lopez, we're going to go through</p> <p>21 these in more detail in a moment. I'll just begin</p> <p>22 by asking do you recognize these as the assignment</p> <p>23 documents you reviewed in preparing for your</p> <p>24 deposition today for SummaCare?</p> <p>25 A. Yes.</p>	<p style="text-align: right;">Page 69</p> <p>1 So then the next document is an</p> <p>2 assignment bearing a date of May 12th, 2017 with a</p> <p>3 Bates number 1154 to 1155.</p> <p>4 Can you explain what this document</p> <p>5 is?</p> <p>6 A. Yes. This is the assignment from</p> <p>7 what we've typically called the standalone</p> <p>8 assignment that whereby SummaCare assigned any and</p> <p>9 all of its claims to MSP Recovery LLC as a result</p> <p>10 of the Recovery Agreement. So in essence, it</p> <p>11 tracked the language of the assignment and the</p> <p>12 Recovery Agreement with SummaCare.</p> <p>13 Q. Okay.</p> <p>14 Then the third document is the</p> <p>15 recovery agreement and its exhibits, also dated</p> <p>16 May 12, 2017, and it runs from MSP 1156 through</p> <p>17 1172.</p> <p>18 What is this document?</p> <p>19 A. This was the Recovery Agreement that</p> <p>20 was entered into by and between SummaCare and MSP</p> <p>21 Recovery LLC, so it discusses the transfer of the</p> <p>22 data and the assignment of the claims arising</p> <p>23 there from.</p> <p>24 Q. All right.</p> <p>25 Other than these three documents and</p>

<p style="text-align: right;">Page 70</p> <p>1 the exhibits that accompany the Recovery 2 Agreement, are there any other assignment 3 documents or agreements that were involved in the 4 assignment of SummaCare's claims to MSP? 5 A. Claims in this case or generally? 6 Q. In this case. Claims in this case. 7 A. To my knowledge, no. 8 Q. Okay. 9 I want to get an understanding -- I'm 10 going to go back up to the June 12th, 2017 11 assignment, the one from MSP Recovery to the 12 particular series. 13 What is the reason for MSP Recovery 14 to assign its claims to a particular series? 15 A. MSP Recovery Claims Series is a 16 Series LLC established pursuant to the Delaware 17 statute which allows it to segregate certain 18 assets in certain designated series, so it's just 19 a matter of keeping track and apportioning certain 20 assets to different series to account for them 21 separate. 22 Q. Okay. 23 So by virtue of this assignment, the 24 SummaCare claims are no longer held by MSP 25 Recovery and were instead assigned to the</p>	<p style="text-align: right;">Page 72</p> <p>1 being asserted in this litigation, have there been 2 any amendments to any of these assignments? 3 A. No. 4 Q. With respect to the claims being 5 asserted in this litigation, are there any other 6 documents or agreements setting forth any other 7 responsibilities SummaCare has in connection with 8 the assigned claims at issue in this litigation? 9 A. I'm sorry. Could you repeat that 10 question, please? 11 Q. Probably not. I'll try rephrasing 12 it. 13 With respect to the claims that are 14 being asserted in this litigation, are there any 15 other documents or agreements setting forth any 16 other responsibilities on the part of SummaCare 17 with respect to the assigned claims? 18 A. No. 19 Q. Okay. 20 Moving back up to the May 12th 21 assignment document, to your knowledge, was that 22 document executed on or about the date indicated, 23 May 12th? 24 A. Could you scroll down just so I could 25 see the signature block?</p>
<p style="text-align: right;">Page 71</p> <p>1 particular series identified in this document? 2 A. That is correct. 3 Q. That clearly is the legal entity that 4 owns the claims that MSP is asserting in this 5 litigation on behalf of SummaCare; is that right? 6 A. Yes. 7 Q. So then moving to the two May 12th, 8 2017 agreements, what is the reason to have both a 9 standalone assignment and a separate Recovery 10 Agreement in connection with this assignment 11 transaction? 12 A. If I recall correctly, the thinking 13 was that the standalone assignment would be a 14 simpler document to establish standing and specify 15 the assignment and attach those standalone or 16 shortened assignments to complaints to establish 17 standing of the plaintiff, rather than having to 18 attach the entire Recovery Agreement -- 19 Q. Okay. 20 A. -- for efficiency. 21 Q. Finish your answer. I didn't mean to 22 interrupt you. 23 A. For efficiency. 24 Q. Okay. 25 With respect to the claims that are</p>	<p style="text-align: right;">Page 73</p> <p>1 I believe so, to the best of my 2 recollection. 3 Q. Okay. 4 Directing your attention to the 5 second "Whereas" clause on the page Bates numbered 6 MSP 1154, it contains a definition of the general 7 claims assigned. 8 Do you see that? 9 A. Yes. 10 Q. That definition encompasses a right 11 to reimbursement of conditional payments under 12 contractual agreements or state and federal law. 13 Is that a fair characterization? 14 MR. WHORTON: Objection. 15 The document speaks for itself. 16 A. I would just -- I hate to answer this 17 way, but the document speaks for itself. It does 18 just state what it states. 19 Q. Okay. 20 The fourth "Whereas" clause on the 21 same page contains an additional definition of the 22 terms Medicare, Medicaid claims and an 23 all-encompassing term claim that is intended to 24 capture both Medicare, Medicaid claims and general 25 claims.</p>

<p style="text-align: right;">Page 74</p> <p>1 Do you see that?</p> <p>2 A. Yes.</p> <p>3 Q. What distinguishes a general claim</p> <p>4 from a Medicare/Medicaid claim?</p> <p>5 A. Well, it appears that the general</p> <p>6 claims are broader and that the Medicare/Medicaid</p> <p>7 claims encompass claims for payments made</p> <p>8 specifically in connection with Medicare Advantage</p> <p>9 plans or Medicaid plans.</p> <p>10 Q. Okay.</p> <p>11 Is it your understanding the</p> <p>12 definition of general claims is not broad enough</p> <p>13 to encompass the Medicare/Medicaid claims?</p> <p>14 MR. WHORTON: Objection.</p> <p>15 The document speaks for itself.</p> <p>16 A. It is broad enough to encompass them</p> <p>17 as well.</p> <p>18 Q. Okay.</p> <p>19 Do you know why separate definition</p> <p>20 was laid out for Medicare/Medicaid claims?</p> <p>21 A. I don't recall.</p> <p>22 Q. Okay.</p> <p>23 The fifth "Whereas" clause, the last</p> <p>24 of the "Whereas" clauses on the same page sets</p> <p>25 forth a date range for the assigned claims of</p>	<p style="text-align: right;">Page 76</p> <p>1 preparation for today's deposition.</p> <p>2 Q. Okay.</p> <p>3 Do you know if that separate claims</p> <p>4 purchase agreement was produced in connection with</p> <p>5 this litigation?</p> <p>6 A. I do not know.</p> <p>7 Q. Okay.</p> <p>8 You mentioned earlier that the</p> <p>9 various series, including the series entity that</p> <p>10 we looked at a moment ago, are separate legal</p> <p>11 entities.</p> <p>12 Do you know if they are registered</p> <p>13 separately with the Delaware or Florida</p> <p>14 Secretaries of State?</p> <p>15 A. The designated series that are</p> <p>16 established by the LLC, they are not individually</p> <p>17 registered with the State of Florida or the State</p> <p>18 of Delaware.</p> <p>19 Q. Okay.</p> <p>20 So we would look essentially at the</p> <p>21 MSP registration if we wanted to see the state</p> <p>22 registration that aligns with the series entities.</p> <p>23 Is that right?</p> <p>24 A. The series -- the three series that</p> <p>25 are associated with these assignors are all series</p>
<p style="text-align: right;">Page 75</p> <p>1 January 1st, 2009 to May 12th, 2017.</p> <p>2 Do you see that?</p> <p>3 A. Yes.</p> <p>4 Q. Do you know how that date range came</p> <p>5 to be selected as the applicable date range for</p> <p>6 the assigned claims?</p> <p>7 A. Specifically, I do not.</p> <p>8 Q. All right.</p> <p>9 To your knowledge, has SummaCare</p> <p>10 subsequently assigned any claims to MSP or any</p> <p>11 series of MSP post May 12th, 2017?</p> <p>12 A. Yes.</p> <p>13 Q. All right.</p> <p>14 Is MSP asserting any of those claims</p> <p>15 in this litigation?</p> <p>16 A. To the extent that it's encompassed</p> <p>17 within the claims in the complaint, yes, but I</p> <p>18 would defer to counsel to make sure those don't</p> <p>19 overlap.</p> <p>20 Q. What documents or assignment</p> <p>21 transaction documents were used to accomplish the</p> <p>22 assignment of the claims post May 12th, 2017?</p> <p>23 A. I recall that there was just a</p> <p>24 separate claims purchase agreement covering claims</p> <p>25 after that date, but I have not reviewed that in</p>	<p style="text-align: right;">Page 77</p> <p>1 of the plaintiff, but yes, they are -- the records</p> <p>2 are kept internally by MSP.</p> <p>3 Q. Okay.</p> <p>4 Continuing through the assignment,</p> <p>5 after the "Now therefore" clause, there is</p> <p>6 assignment language that begins at the bottom of</p> <p>7 page MSP 1154 and continues on page 1155 and sets</p> <p>8 forth the assignment of the claims.</p> <p>9 You said earlier that it is standard</p> <p>10 for the claims to be irrevocable.</p> <p>11 This is an irrevocable assignment</p> <p>12 here?</p> <p>13 A. Yes.</p> <p>14 Q. It assigns claims existing on the</p> <p>15 date here of.</p> <p>16 Is that right?</p> <p>17 A. That's what the document states, yes.</p> <p>18 Q. Okay.</p> <p>19 And it assigns claims for claims</p> <p>20 payments made for or on behalf of beneficiaries,</p> <p>21 members and enrollees arising from dates of</p> <p>22 service beginning January 1st, 2009 up to and</p> <p>23 including May 12th, 2017.</p> <p>24 Is that correct?</p> <p>25 A. Yes, that is what the document</p>

<p style="text-align: right;">Page 78</p> <p>1 states.</p> <p>2 Q. All right.</p> <p>3 Does this assignment contain the</p> <p>4 consideration terms?</p> <p>5 A. The only -- the only reference, if</p> <p>6 you could scroll down just a bit more, please --</p> <p>7 there you go, thank you -- the only reference to</p> <p>8 the consideration is in the clause or the</p> <p>9 paragraph that begins "Now therefore," but no,</p> <p>10 there's no specific monetary consideration stated</p> <p>11 here.</p> <p>12 Q. Okay.</p> <p>13 It references mutual covenants and</p> <p>14 good and valuable consideration, which is</p> <p>15 essentially boilerplate language, right?</p> <p>16 MR. WHORTON: Object to form.</p> <p>17 A. Well, it's the consideration</p> <p>18 established in the Recovery Agreement.</p> <p>19 Q. Okay.</p> <p>20 So we would go to the Recovery</p> <p>21 Agreement if we wanted to see what the actual</p> <p>22 substantive consideration was?</p> <p>23 A. Well, there's language in here, but</p> <p>24 there's also language in the Recovery Agreement as</p> <p>25 well.</p>	<p style="text-align: right;">Page 80</p> <p>1 language was not a standalone assignment.</p> <p>2 Can you explain what the purpose of</p> <p>3 the continuing assignment language is?</p> <p>4 A. That was intended to cover that if</p> <p>5 the assignor would transfer any additional data,</p> <p>6 that that would be deemed the intent to assign</p> <p>7 those claims as well.</p> <p>8 Q. Okay.</p> <p>9 Did MSP pay separate consideration</p> <p>10 for the assignment of future claims?</p> <p>11 A. Not -- not in connection with this</p> <p>12 agreement, no.</p> <p>13 Q. Okay.</p> <p>14 The Section 4.2 also references a</p> <p>15 document used to accomplish the assignment of</p> <p>16 prospective claims, an assignment addendum that is</p> <p>17 attached as Exhibit A. I'll go down to Exhibit A</p> <p>18 so you could see that.</p> <p>19 So this is Exhibit A.</p> <p>20 This is the Form of Assignment</p> <p>21 Addendum that accompanied the Recovery Agreement?</p> <p>22 A. Yes.</p> <p>23 Q. And this Form of Assignment Addendum,</p> <p>24 it looks like, is also signed by representatives</p> <p>25 of SummaCare and MSP Recovery?</p>
<p style="text-align: right;">Page 79</p> <p>1 Q. Okay.</p> <p>2 So let's look at the Recovery</p> <p>3 Agreement.</p> <p>4 This is also dated May 12th, 2017,</p> <p>5 I'll scroll down to the signature block for you.</p> <p>6 Do you know if this document was</p> <p>7 actually executed on or about the date indicated,</p> <p>8 May 12th, 2017?</p> <p>9 A. Yes, to the best of my recollection.</p> <p>10 Q. Okay.</p> <p>11 You are actually the person who signs</p> <p>12 this document on behalf of MSP Recovery LLC?</p> <p>13 A. Yes.</p> <p>14 Q. All right.</p> <p>15 So I want to begin with Section 4.1</p> <p>16 of the Recovery Agreement, which is on page MSP</p> <p>17 1159. This is the assignment of claims language.</p> <p>18 A. Yes.</p> <p>19 Q. I think you said earlier the goal was</p> <p>20 to have the assignment language mirror the</p> <p>21 language of the standalone assignment?</p> <p>22 A. Generally speaking, yes.</p> <p>23 Q. Okay.</p> <p>24 Article four also has a Section 4.2,</p> <p>25 referencing a continuing assignment, which this</p>	<p style="text-align: right;">Page 81</p> <p>1 A. Yes.</p> <p>2 Q. How does the Form of Assignment</p> <p>3 Addendum work when there's an assignment of future</p> <p>4 claims or prospective claims? Is a new one of</p> <p>5 these issued each time?</p> <p>6 A. To the best of my recollection, that</p> <p>7 was the intent, but it didn't occur in this case.</p> <p>8 This was the only addendum that was signed.</p> <p>9 Q. Okay. So that was my next question.</p> <p>10 Did SummaCare ever execute any</p> <p>11 subsequent assignment addendums after May 12th,</p> <p>12 2017?</p> <p>13 A. No, not an addendum. Just the other</p> <p>14 purchase agreement that I testified to about</p> <p>15 earlier about additional claims going beyond these</p> <p>16 dates.</p> <p>17 Q. Okay. I'm going to move back up to</p> <p>18 Section 1.1 of the Recovery Agreement, which</p> <p>19 begins on page MSP 1156.</p> <p>20 The first paragraph of Section 1.1</p> <p>21 includes a description of historical claims data</p> <p>22 that SummaCare was to provide MSP Recovery.</p> <p>23 Do you see that?</p> <p>24 A. Yes.</p> <p>25 Q. And the contract provides for</p>

<p style="text-align: right;">Page 82</p> <p>1 SummaCare to provide historical claims data as 2 well as the most updated claims data that 3 SummaCare's current system can provide and ongoing 4 data transfers of interval -- at intervals of no 5 less than 30 days. 6 Let's start with historical claims 7 data. 8 Did SummaCare provide historical 9 claims data in connection with this assignment? 10 A. Yes, I believe so. 11 Q. Has it provided updated claims data? 12 MR. WHORTON: Objection. 13 Outside the scope. 14 A. I'm not qualified to answer, 15 Mr. Ostfeld. I don't get involved in the data 16 transfers. That would be a better question for 17 Mr. Miranda. 18 Q. Okay. 19 Would the same be true of ongoing 20 data transfers? I should ask Mr. Miranda about 21 that? 22 A. Yes also. 23 Q. Okay. 24 You mentioned earlier the Recovery 25 Agreement would contain the provision dealing with</p>	<p style="text-align: right;">Page 84</p> <p>1 claims, including all assigned documents to enable 2 MSP Recovery to perform the services and recover 3 the assigned claims." 4 Are there any other provisions 5 dealing with witness cooperation? 6 A. Mr. Ostfeld, could you continue to 7 scroll down? To the best of my recollection, I 8 don't believe so, not in this document. 9 Q. Okay. 10 Were you aware of any other document 11 that contained a witness cooperation agreement? 12 A. I am -- no, I am not. 13 Q. To the extent there was such an 14 obligation, it would have to be encompassed within 15 the general cooperation term that we just 16 reviewed? 17 A. Yes, sir. 18 Q. Okay. 19 Has MSP ever run into a situation 20 where an assignor failed or refused to cooperate 21 in litigation? 22 MR. WHORTON: Objection. 23 Vague. 24 Outside the scope. 25 Calls for speculation.</p>
<p style="text-align: right;">Page 83</p> <p>1 the assignor's obligation to cooperate with MSP in 2 litigation. 3 Can you point me to which provision 4 in the agreement I should turn to see that 5 obligation? 6 A. I don't have control of the scroller. 7 If you could, just scroll down slowly and perhaps 8 I could point it out. 9 Q. Sure. 10 Do you need me to go back up to the 11 top of the "Whereas" clause -- 12 A. Forward, please. 13 Q. Okay. Okay. Let me know if I'm 14 going too fast or if I could speed up. 15 A. You're going at the right speed. 16 Q. Okay. 17 A. Okay. Stop right there, please. 18 Q. All right. 19 A. In this article, there is a reference 20 in 6.1, Subsection b(iii). It does state that the 21 client will cooperate with MSP Recovery. 22 Q. Okay. All right. 23 So this language states "Client will 24 cooperate with MSP Recovery and deliver to MSP 25 Recovery all information relating to the assigned</p>	<p style="text-align: right;">Page 85</p> <p>1 A. Not to my knowledge. 2 Q. Okay. 3 I'm going to move up to Article 2, 4 which contains what appears to be the compensation 5 terms of the Recovery Agreement. 6 You mentioned earlier that -- you 7 gave me your best recollection of the 8 consideration for this agreement. 9 Now that we have the actual 10 compensation terms in front of us, can you please 11 describe what consideration was paid to SummaCare 12 in exchange for its assignment of the claims at 13 issue in this case. 14 MR. WHORTON: Objection. 15 Document speaks for itself. 16 A. In Section 2.2 -- and forgive me 17 because the way this document is set up on the 18 screen, it cuts off the last digit from the Bates 19 number, so I couldn't tell you which Bates page 20 we're talking about -- but it would be right 21 there -- that would be page -- I believe that's 22 page three of 17, if I'm not mistaken. 23 Q. Yes. For the record, that's Bates 24 number MSP 1158. 25 A. Okay.</p>

Page 86

1 Q. In Section 2.2, it describes the
2 contingent payment that would be paid to -- in
3 this case, referred to as the client, but the
4 assignor of this case. It refers to this as a
5 contingent deferred purchase price.
6 What is MSP's understanding of what a
7 contingent deferred purchase price is?
8 A. That the assignor would be paid on a
9 deferred basis based upon any recovery obtained in
10 connection with the claims.
11 Q. All right.
12 [REDACTED]
13 [REDACTED]
14 [REDACTED]
15 Q. Okay.
16 Now I want to --
17 A. At this time, yes.
18 Q. I'm sorry. Go ahead.
19 A. At this time, correct. At the time
20 this document was executed.
21 Q. Okay.
22 [REDACTED]
23 [REDACTED]
24 [REDACTED]
25 Q. All right.

Page 87

1 Have any of those payments been made
2 in connection with the claims asserted in this
3 litigation?
4 [REDACTED]
5 [REDACTED]
6 [REDACTED]
7 [REDACTED]
8 [REDACTED]
9 Q. All right.
10 [REDACTED]
11 [REDACTED]
12 [REDACTED]
13 [REDACTED]
14 [REDACTED]
15 [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 [REDACTED]
23 Q. I'd like to take a quick look at the
24 June 12th, 2017 assignment from MSP Recovery to
25 the series entity.

Page 88

1 The assignment recites that there was
2 consideration in the sum of \$10.
3 Would that \$10 actually paid or was
4 that a recitation for formality's sake?
5 A. I believe it was a recitation.
6 [REDACTED]
7 [REDACTED]
8 [REDACTED]
9 [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 [REDACTED]
13 [REDACTED]
14 [REDACTED]
15 Q. Okay. That's fair. Let me ask it a
16 different way.
17 [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 [REDACTED]
23 Q. Okay.
24 [REDACTED]
25 [REDACTED]

Page 89

1 [REDACTED]
2 [REDACTED]
3 [REDACTED]
4 Q. All right.
5 So as of today, Series 16-11-509
6 holds the assignments from SummaCare; is that
7 right?
8 A. Yes.
9 MR. OSTFELD: Okay. Next is Emblem
10 Health, but it's been about another hour.
11 Do we want to take a break, about ten
12 minutes?
13 THE WITNESS: Sure. I would welcome
14 that.
15 MR. OSTFELD: Okay. Let's take a
16 ten-minute break and we could come back at
17 11:25.
18 THE VIDEOGRAPHER: The time is 11:15.
19 We are going off the video record.
20 This ends media unit two.
21 (Recess taken)
22 THE VIDEOGRAPHER: The time is 11:26.
23 We are going back on the video
24 record.
25 (Whereupon, Exhibit 3 was marked for

<p style="text-align: right;">Page 90</p> <p>1 identification.)</p> <p>2</p> <p>3 Q. All right, Mr. Lopez. I think we're</p> <p>4 ready to move on to the Emblem Health assignment</p> <p>5 documents, so I will share my screen with you</p> <p>6 again. You should now be able to see what's been</p> <p>7 marked for identification as Exhibit 3.</p> <p>8 For the record, these are two</p> <p>9 documents bearing the Bates labeled MSP 423 to</p> <p>10 424, an Assignment, and MSP 425 through 432, an</p> <p>11 Assignment Agreement. The first document, the</p> <p>12 Assignment, is dated April 4th, 2018, the second</p> <p>13 document, the Assignment Agreement, is dated</p> <p>14 March 20th, 2018.</p> <p>15 Mr. Lopez, based on the sequence we</p> <p>16 just went through for the SummaCare assignment, it</p> <p>17 seems to make more sense to begin with the earlier</p> <p>18 of these two documents, the Assignment Agreement,</p> <p>19 which is Bates labeled 452 to 432.</p> <p>20 Do you recognize this as one of the</p> <p>21 documents you reviewed in preparing for your</p> <p>22 deposition today?</p> <p>23 A. Yes.</p> <p>24 Q. Is this the document that was used to</p> <p>25 assign the claims MSP is asserting in this case on</p>	<p style="text-align: right;">Page 92</p> <p>1 selected for this particular assignment?</p> <p>2 A. I don't recall.</p> <p>3 Q. The assignor here is identified as --</p> <p>4 actually, in the plural assignors -- Emblem Health</p> <p>5 Services Company LLC and Group Health</p> <p>6 Incorporated, a New York corporation and Medicare</p> <p>7 Advantage organization, and Health Insurance Plan</p> <p>8 of Greater New York, a New York corporation and</p> <p>9 Medicare Advantage organization and then they're</p> <p>10 collectively defined in the singular as assignor.</p> <p>11 Do you know what the relationship is</p> <p>12 between -- or was -- between these three entities,</p> <p>13 Group Health, Health Insurance Plan of Greater New</p> <p>14 York and Emblem Health?</p> <p>15 A. Specifically, no.</p> <p>16 Q. Okay.</p> <p>17 So the SummaCare standalone</p> <p>18 assignment, the earlier of the standalone</p> <p>19 assignments was from the assignor to MSP Recovery</p> <p>20 LLC.</p> <p>21 In this instance, there are actually</p> <p>22 two assignee entities identified on page MSP 425,</p> <p>23 both MSP Recovery Claims Series LLC and MSP</p> <p>24 Recovery LLC, specifically for the MSP Recovery</p> <p>25 Claims Series, there is a particular series</p>
<p style="text-align: right;">Page 91</p> <p>1 behalf of Emblem Health?</p> <p>2 A. Yes.</p> <p>3 Q. All right.</p> <p>4 In this case, it looks like we got a</p> <p>5 two-document transaction, an Assignment Agreement</p> <p>6 that looks like it accomplished the assignments</p> <p>7 from Emblem Health to MSP Recovery as a series and</p> <p>8 then a separate assignment from MSP Recovery to a</p> <p>9 particular series.</p> <p>10 Have I got that generally right?</p> <p>11 A. Yes.</p> <p>12 Q. Are you aware of any other documents,</p> <p>13 contracts or agreements that were entered into in</p> <p>14 connection with assigning the claims MSP is</p> <p>15 asserting in this case on behalf of Emblem Health?</p> <p>16 A. No, not to my recollection.</p> <p>17 Q. Okay. Let's start with this.</p> <p>18 In this instance, instead of what you</p> <p>19 called earlier a standalone assignment and a</p> <p>20 separate Recovery Agreement, here we have a</p> <p>21 document called an Assignment Agreement and as far</p> <p>22 as I can tell, no separate Recovery Agreement.</p> <p>23 Is that right?</p> <p>24 A. Correct.</p> <p>25 Q. Do you know why that structure was</p>	<p style="text-align: right;">Page 93</p> <p>1 identified, 16-08-483.</p> <p>2 Do you know why there were two</p> <p>3 assignees identified in the Assignment Agreement</p> <p>4 here?</p> <p>5 A. To the best of my recollection, the</p> <p>6 discussions and the negotiations had commenced</p> <p>7 directly with MSP Recovery LLC and at some point</p> <p>8 thereafter I believe the series was accomplished</p> <p>9 and I recall that the assignment wanted to be</p> <p>10 placed in -- with this particular series but both</p> <p>11 entities were included as assignees.</p> <p>12 Q. Okay.</p> <p>13 So there was an initial assignment on</p> <p>14 March 20th, 2018 that assigned the claims to both</p> <p>15 MSP Recovery and the series and then there was a</p> <p>16 subsequent assignment on April 4th, 2018 where MSP</p> <p>17 Recovery assigned its share of those claims to the</p> <p>18 series; is that right?</p> <p>19 A. That is correct.</p> <p>20 Q. Okay.</p> <p>21 To your knowledge, have there been</p> <p>22 any subsequent assignments of claims from Emblem</p> <p>23 Health to MSP or any affiliated entity?</p> <p>24 A. No, sir.</p> <p>25 Q. To your knowledge, have there been</p>

<p style="text-align: right;">Page 94</p> <p>1 any amendments to the assignments of the claims</p> <p>2 that are being asserted in this case?</p> <p>3 A. Not to my knowledge, no.</p> <p>4 Q. Are there any other documents or</p> <p>5 agreements besides these two agreements setting</p> <p>6 forth any other responsibilities of Emblem Health</p> <p>7 or its related entities with respect to the</p> <p>8 assigned claims being asserted in this case?</p> <p>9 A. Not that I recall, no.</p> <p>10 Q. Okay.</p> <p>11 I referred to the date of the</p> <p>12 Assignment Agreement a few times as March 30th,</p> <p>13 2018. I'll just scroll down to the signature</p> <p>14 page, which is where that date appears.</p> <p>15 To your knowledge, was this agreement</p> <p>16 executed on or about the date executed,</p> <p>17 March 30th, 2018?</p> <p>18 A. March 20th.</p> <p>19 Q. March 20th, 2018? That is the date</p> <p>20 of execution?</p> <p>21 A. Yes.</p> <p>22 Q. Okay.</p> <p>23 In this instance, it looks like John</p> <p>24 Ruiz signed on behalf of the series.</p> <p>25 A. That is correct.</p>	<p style="text-align: right;">Page 96</p> <p>1 A. That is correct.</p> <p>2 Q. Do you know why the definition of the</p> <p>3 claims being assigned changed between the</p> <p>4 SummaCare assignment and this assignment from</p> <p>5 Emblem Health?</p> <p>6 A. I don't recall.</p> <p>7 Q. Do you know what the new language in</p> <p>8 this Assignment Agreement was intended to capture</p> <p>9 that the previous language did not, if anything?</p> <p>10 A. I don't believe there was an intent</p> <p>11 to capture anything different other than just a</p> <p>12 broad assignment.</p> <p>13 Q. Okay.</p> <p>14 The fourth "Whereas" clause on the</p> <p>15 same page defines the time period of the</p> <p>16 assignment from September 29th, 2011 to</p> <p>17 September 29th, 2017.</p> <p>18 Do you know why that date range was</p> <p>19 selected?</p> <p>20 A. Specifically, I do not.</p> <p>21 Q. Okay.</p> <p>22 The SummaCare assignment was an</p> <p>23 eight-year date range. This one is a six-year</p> <p>24 date range.</p> <p>25 Do you know why the total duration</p>
<p style="text-align: right;">Page 95</p> <p>1 Q. And he signed on behalf of MSP</p> <p>2 Recovery?</p> <p>3 A. Correct.</p> <p>4 Q. What is John Ruiz's position at MSP</p> <p>5 Recovery?</p> <p>6 A. He is the manager.</p> <p>7 Q. Okay.</p> <p>8 So the second "Whereas" clause on</p> <p>9 page MSP 425 of the assignment and agreement has a</p> <p>10 definition of Medicare recovery claims.</p> <p>11 Do you see that?</p> <p>12 A. Yes.</p> <p>13 Q. The definition of Medicare recovery</p> <p>14 claims looks a little bit different from the</p> <p>15 wording of general claims we saw earlier with the</p> <p>16 SummaCare assignment and what I'm referring to is</p> <p>17 instead of defining it by reference to</p> <p>18 reimbursable payments, this definition refers to</p> <p>19 reimbursement and/or recovery of payments from</p> <p>20 primary payers and any other party or entity for</p> <p>21 healthcare services for which a primary payer has</p> <p>22 demonstrated responsibility.</p> <p>23 I'm assuming in terms of the meaning</p> <p>24 of this definition you would simply say that the</p> <p>25 document speaks for itself; is that right?</p>	<p style="text-align: right;">Page 97</p> <p>1 changed?</p> <p>2 A. No, I do not.</p> <p>3 Q. Okay.</p> <p>4 Directing your attention to Section 2</p> <p>5 on page MSP 426, this is the actual assignment</p> <p>6 language for the agreement; is that right?</p> <p>7 A. Yes.</p> <p>8 Q. As we saw with SummaCare, again, the</p> <p>9 assignment is irrevocable and absolute.</p> <p>10 Is that right?</p> <p>11 A. That is correct.</p> <p>12 Q. Some of the language in subsection C</p> <p>13 when I reviewed it against the SummaCare language</p> <p>14 was similar, but the SummaCare assignment had a</p> <p>15 reference to claims, payments made for or on</p> <p>16 behalf of beneficiaries, members and enrollees</p> <p>17 arising from dates of service during the assigned</p> <p>18 time period and I didn't see that language here.</p> <p>19 Do you know why that language was not</p> <p>20 repeated in this version of the Assignment</p> <p>21 Agreement?</p> <p>22 A. I do not recall specifically, no.</p> <p>23 Q. Okay.</p> <p>24 When we were looking at the SummaCare</p> <p>25 assignment, we also looked at provision 4.2, which</p>

<p style="text-align: right;">Page 98</p> <p>1 had a continuing assignment. Here, I didn't see 2 any similar continuing assignment language. 3 Do you know why that was taken out? 4 A. Also I do not recall specifically, 5 no. 6 Q. Okay. 7 We talked earlier about retained or 8 excluded claims. For this assignment in 9 subparagraph 2A, it looks like there is a 10 definition of assignor-retained claims that appear 11 to be excluded from the assignment. 12 To your knowledge, is this a set of 13 those excluded claims we discussed earlier where 14 the assignor retained some claims? 15 A. Yes. 16 Q. Was this negotiated particular to 17 this assignment based on the particular 18 negotiations with Emblem Health? 19 A. Yes, that is what I recall. 20 Q. Do you remember the circumstances 21 that led to the creation of this assignor-retained 22 claims category in this Assignment Agreement? 23 A. Not specifically, no. 24 Q. All right. 25 Do you know whether Emblem Health</p>	<p style="text-align: right;">Page 100</p> <p>1 Asked and answered. 2 Document speaks for itself. 3 A. That would just be my interpretation. 4 Q. Okay. 5 Directing your attention to paragraph 6 three on page MSP 427, this is the consideration 7 clause of the Assignment Agreement. 8 A. Yes. 9 [REDACTED] 10 [REDACTED] 11 [REDACTED] 12 [REDACTED] 13 [REDACTED] 14 [REDACTED] 15 [REDACTED] 16 [REDACTED] 17 [REDACTED] 18 [REDACTED] 19 [REDACTED] 20 [REDACTED] 21 [REDACTED] 22 [REDACTED] 23 [REDACTED] 24 [REDACTED] 25 [REDACTED]</p>
<p style="text-align: right;">Page 99</p> <p>1 retained any claims involving the purchase of 2 valsartan as part of the assignor-retained claims? 3 A. No, I did not. 4 Q. How do you know that from the 5 definition of assignor-retained claims? 6 A. Because it is a broad definition. 7 There's no specific exclusion for valsartan or 8 that class of claims. 9 Q. I mean, that's fair, but I also want 10 to note the language of the exclusion also seems 11 somewhat broad. It does not include claims that 12 assignor may have against its members, enrollees, 13 and/or contracted providers regardless of the 14 nature of the claims or claims that are currently 15 being pursued by other vendors pursuant to a 16 contract with assignor. 17 You don't believe that language is 18 broad enough to potentially encompass claims for 19 valsartan payments? 20 MR. WHORTON: Objection. 21 Asked and answered. 22 A. I do not. 23 Q. Okay. 24 Why not? 25 MR. WHORTON: Objection.</p>	<p style="text-align: right;">Page 101</p> <p>1 [REDACTED] 2 [REDACTED] 3 [REDACTED] 4 [REDACTED] 5 [REDACTED] 6 A. If you don't mind scrolling down, 7 please, a little bit to the bottom of that 8 particular page -- stop right there, please. 9 Thank you. 10 [REDACTED] 11 [REDACTED] 12 [REDACTED] 13 [REDACTED] 14 Q. All right. 15 [REDACTED] 16 [REDACTED] 17 [REDACTED] 18 [REDACTED] 19 [REDACTED] 20 [REDACTED] 21 [REDACTED] 22 [REDACTED] 23 [REDACTED] 24 Q. All right. 25 [REDACTED]</p>

Page 102

[REDACTED]

12 Q. Okay.

[REDACTED]

20 Q. All right.

[REDACTED]

Page 103

2 MR. OSTFELD: Okay.

[REDACTED]

9 I don't think we have either of

10 those, but we'll obviously go back and double

11 check and we'll confer with your counsel

12 later.

13 For purposes of today, I'm content

14 not to have an answer on the record on that,

15 but I reserve the right to revisit that issue

16 with your counsel at a later date and to get

17 an answer to those questions.

18 Q. So let's go back to MSP 425, the last

19 "Whereas" clause -- the last "Whereas" clause on

20 that page, rolling over to the next page.

21 It, again, contains an agreement on

22 the part of Emblem Health to provide claims data

23 information and documentation directly relating to

24 the assigned Medicare recovery claims.

25 Do you see that?

Page 104

1 A. I do. The entire paragraph is

2 partially obstructed by the Zoom views, but yes.

3 Generally, yes. Give me one second -- John, is

4 there a way to basically move that over so I can

5 see the whole document? I'm not sure. Can we

6 reduce the size of it --

7 MR. OSTFELD: I can make it larger --

8 THE WITNESS: That works. Thank you.

9 MR. OSTFELD: No problem. I was

10 trying to make it larger because the text is

11 a little blurry, but it seems like it had to

12 opposite of the effect I wanted.

13 THE WITNESS: Forgive me for

14 interrupting. You can actually make it

15 larger if you'd like because Mr. Cleary just

16 moved the video portion of the screen over a

17 little bit. That's fine.

18 MR. OSTFELD: All right.

19 Q. So this is similar to the obligation

20 we saw on the part of SummaCare to provide claims

21 data.

22 My question is -- and I did go back

23 and look at the same portion of this agreement,

24 the representations and warranties, I didn't find

25 the same cooperation clause.

Page 105

1 So my question -- and we may have to

2 do a similar exercise here -- is can you point me

3 to any other provision in this agreement that

4 contains an obligation on the part of Emblem

5 Health or its affiliated entities to cooperate in

6 litigation with MSP?

7 For the record, I'll just scroll

8 through the agreement until you tell me to stop.

9 A. You're going at the right speed.

10 Could you stop right there, please? Just scroll

11 back up a little bit. Okay. You can continue

12 going down, Mr. Ostfeld.

13 Q. Okay.

14 A. I would agree with you that there's

15 no similar cooperation provision as in the

16 previous assignment for SummaCare.

17 Q. Okay.

18 Do you know if there was a

19 cooperation provision in the purchase agreement?

20 A. I do not recall. I'm sorry.

21 Q. Do you know if there was a

22 cooperation agreement in any of the other exhibits

23 to the purchase agreement?

24 A. I do not recall specifically.

25 Q. Okay.

<p style="text-align: right;">Page 106</p> <p>1 Again, I'd like to just briefly go to</p> <p>2 the assignments from MSP Recovery to the series</p> <p>3 entity.</p> <p>4 Was this assignment executed on or</p> <p>5 about the date indicated, April 4th, 2018?</p> <p>6 A. Yes. To my recollection, yes.</p> <p>7 Q. Okay.</p> <p>8 Again, it recites consideration of</p> <p>9 \$10.</p> <p>10 Was that actually paid or was that a</p> <p>11 recitation for formality?</p> <p>12 A. I believe it was a recitation.</p> <p>13 Q. Has Series 16-08-483 assigned the</p> <p>14 Emblem Health claims to any other entity?</p> <p>15 A. No.</p> <p>16 Q. As of today, Series 16-08-483 holds</p> <p>17 the assignments that are being asserted in this</p> <p>18 case on behalf of Emblem Health?</p> <p>19 A. Yes, that is correct.</p> <p>20 Q. The trustees assigned this document</p> <p>21 are John Ruiz and Mayra Ruiz.</p> <p>22 Why did this document need to be</p> <p>23 signed by a trust?</p> <p>24 A. Because the manager of MSP Recovery</p> <p>25 LLC was Jocral Family Limited Liability</p>	<p style="text-align: right;">Page 108</p> <p>1 Q. For all three individual series?</p> <p>2 A. Yes. To my recollection, yes.</p> <p>3 (Whereupon, Exhibit 4 was marked for</p> <p>4 identification.)</p> <p>5 Q. Let's move to the ConnectiCare</p> <p>6 assignment documents. I am showing you now what's</p> <p>7 been marked for identification as Exhibit 4. It</p> <p>8 bears Bates numbers MSP 275 through 276. This is</p> <p>9 a two-page document titled "Assignment" and dated</p> <p>10 March 20th, 2018.</p> <p>11 Do you recognize this assignment</p> <p>12 document?</p> <p>13 A. Yes.</p> <p>14 Q. Is this one of the assignment</p> <p>15 documents you reviewed in preparing for your</p> <p>16 deposition today?</p> <p>17 A. Yes.</p> <p>18 Q. Is this the document that assigned</p> <p>19 the claim from ConnectiCare that are being</p> <p>20 asserted by MSP in this litigation?</p> <p>21 A. Yes, it is. This is a standalone</p> <p>22 assignment, but I think there may have been a</p> <p>23 similar agreement as with the Emblem, but yes,</p> <p>24 this is the assignment that I reviewed.</p> <p>25 Q. Okay. That was going to be my next</p>
<p style="text-align: right;">Page 107</p> <p>1 Partnership at that time.</p> <p>2 Q. Is it still the manager of MSP</p> <p>3 Recovery today?</p> <p>4 A. No.</p> <p>5 Q. Is the manager -- let me start with</p> <p>6 this: Who is the manager of MSP Recovery LLC</p> <p>7 today?</p> <p>8 A. Today, John Ruiz and Sandra Rodriguez</p> <p>9 are the two managers.</p> <p>10 Q. Okay.</p> <p>11 Are they also the managers of MSP</p> <p>12 Recovery Claims Series?</p> <p>13 A. No.</p> <p>14 Q. All right.</p> <p>15 Who is the manager of MSP Recovery</p> <p>16 Claims Series LLC today?</p> <p>17 A. Two managers, Garage Capital</p> <p>18 Management and Series MRCS.</p> <p>19 Q. Okay.</p> <p>20 With respect to the individual series</p> <p>21 that hold the claims assigned by SummaCare, Emblem</p> <p>22 Health and ConnectiCare, who are the managers at</p> <p>23 each of those series entities?</p> <p>24 A. The manager of the three would be</p> <p>25 Garage Capital Management.</p>	<p style="text-align: right;">Page 109</p> <p>1 question.</p> <p>2 Are you aware of any other</p> <p>3 agreements, contracts or instruments that were</p> <p>4 involved in the assignment of the claims from</p> <p>5 ConnectiCare to MSP or any of its series?</p> <p>6 A. I recall that there was a separate</p> <p>7 agreement, very similar to the Emblem agreement</p> <p>8 because Emblem and ConnectiCare are related, I</p> <p>9 believe, so those assignments were negotiated</p> <p>10 roughly around the same time.</p> <p>11 Q. Okay.</p> <p>12 [REDACTED]</p> <p>13 [REDACTED]</p> <p>14 [REDACTED]</p> <p>15 [REDACTED]</p> <p>16 [REDACTED]</p> <p>17 [REDACTED]</p> <p>18 [REDACTED]</p> <p>19 Q. Okay.</p> <p>20 Do you know whether any other</p> <p>21 agreements with ConnectiCare for its assigned</p> <p>22 claims were produced in connection with this</p> <p>23 litigation?</p> <p>24 A. I do not.</p> <p>25 Q. Okay.</p>

J. Lopez, Esq.

Page 110

1 But you believe there are other
2 agreements that exist with respect to the
3 assignment from ConnectiCare?
4 A. To my recollection, yes.
5 Q. Okay.
6 To your knowledge, have there been
7 any amendments to either this assignment or any
8 other assignment or agreement assigning the claims
9 from ConnectiCare to MSP since the date of the
10 assignment?
11 A. No, sir.
12 Q. To your knowledge, is there a
13 separate assignment from MSP Recovery to Series
14 15-09-157 of the ConnectiCare claims?
15 A. I don't recall.
16 Q. Other than your belief that the terms
17 of the assignment from ConnectiCare to MSP are
18 similar to the terms of the Emblem Health
19 assignment, is there anything specific you can
20 tell me that you recall about the terms of the
21 ConnectiCare assignment other than what are set
22 forth in this Exhibit 4?
23 MR. WHORTON: Object to form.

MR. WHORTON: Object to form.

1 Q. Okay.

10 Q. All right.

20 MR. OSTFELD: Then I'll simply enter
21 the same statement for the record, that we
22 reserve our right to go back and pursue this
23 information later and we'll discuss it with
24 your counsel.
25 Q. The assignment that is set forth in

1 Exhibit 4, was this assignment executed on or
2 about the date indicated, March 20th, 2018?

3 A. To my recollection, yes.

4 Q. The second "Whereas" clause has a
5 definition of Medicare recovery claims that
6 is very similar to the Emblem Health definition.

7 Does that align with your
8 recollection that these were negotiated around the
9 same time?

10 A. Yes, it does.

11 Q. How are Emblem Health and
12 ConnectiCare related?

13 MR. WHORTON: Objection.

14 Lacks foundation.

15 A. I do not know.

16 Q. Okay.

17 You indicated the negotiations with
18 Emblem Health and ConnectiCare took place around
19 the same time and in a -- kind of in a lock step
20 fashion. Those are my words, not yours.

21 Can you provide me a little more
22 history about how these two assignments came to be
23 negotiated at the same time?

24 A. Just generally I recall that there is
25 some relationship with Emblem Health and

Page 111

Page 113

1 ConnectiCare. I just don't know specifically what
2 that relationship is and that's why I believe
3 these were negotiated together.

4 Q. Okay.

5 The fourth "Whereas" clause on page
6 two has the date range for this assignment, which
7 it looks like is the same as the Emblem Health
8 date range, September 29th, 2011 to September 29,
9 2017; is that right?

10 A. Yes, that is correct.

11 Q. Has ConnectiCare assigned any claims
12 to MSP or any affiliated entity post
13 September 29th, 2017?

14 A. No.

15 Q. Has ConnectiCare assigned any claims
16 to MSP or any affiliated entity post
17 September 29th, 2017?

18 A. To my recollection, no.

19 Q. Okay.

20 Earlier, you mentioned that SummaCare

Page 114

1 Has SummaCare assigned any Medicare
2 reimbursement claims to MSP or any affiliated
3 entity post the end state of the date range in
4 SummaCare's assignment?
5 A. Yes.
6 Q. All right.
7 What additional date ranges has
8 SummaCare assigned to MSP?
9 A. I do not recall specifically, but
10 certainly after the data that was in the previous
11 agreement that we discussed.
12 Q. Okay.
13 [REDACTED]
14 [REDACTED]
15 [REDACTED]
16 [REDACTED]
17 A. They are a separate agreement.
18 Q. Okay.
19 What is the name of that agreement?
20 A. I don't recall specifically.
21 Q. Okay.
22 Do you know if that agreement has
23 been produced in connection with this litigation?
24 A. I do not know.
25 Q. All right.

Page 115

1 Turning to the second page of the
2 assignment in Exhibit 4, MSP 276, we have the
3 words "Now therefore" and there is assignment
4 language.
5 This is, again, an irrevocable
6 assignment?
7 A. Yes, sir.
8 Q. This assignment also has an exclusion
9 for assignor-retained claims?
10 A. Yes.
11 Q. What can you tell me about the
12 circumstances that led to ConnectiCare having
13 assignor-retained claims?
14 A. Specifically, I don't recall why or
15 what that discussion was.
16 Q. Okay.
17 Is your understanding of the meaning
18 of assignor-retained claims the same for
19 ConnectiCare as it was for Emblem Health?
20 A. Yes. To my recollection, yes.
21 Q. All right.
22 Is it your understanding that the
23 assignor-retained claims retained by ConnectiCare
24 do not include any valsartan-related claims?
25 A. Yes.

Page 116

1 Q. And the basis for that understanding
2 is the same as your understanding for Emblem
3 Health?
4 A. Yes, sir.
5 [REDACTED]
6 [REDACTED]
7 [REDACTED]
8 [REDACTED]
9 [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 [REDACTED]
13 Q. Okay.
14 So this standalone assignment doesn't
15 have a cooperation term or a provision for sharing
16 of claims data.
17 Is it your belief that those terms
18 would be set forth in the separate agreement for
19 ConnectiCare that you described?
20 A. I would believe so, but I would also
21 say it would be similar to the terms in the Emblem
22 agreement that we discussed earlier.
23 Q. Okay.
24 So you would anticipate that any
25 cooperation obligations held by ConnectiCare would

Page 117

1 be similar to those held by Emblem Health under
2 its agreements?
3 A. Yes.
4 Q. Okay.
5 To your knowledge, as of today, is
6 Series 15-09-157 the holder of the assignments
7 from ConnectiCare that are being asserted in this
8 litigation?
9 A. Yes.
10 Q. Okay.
11 You mentioned that you reviewed
12 Plaintiffs' Fact Sheet for SummaCare, Emblem
13 Health and ConnectiCare in connection with this
14 case.
15 Do you recall signing those fact
16 sheets?
17 A. I don't recall signing them. My
18 recollection was certainly refreshed when I
19 reviewed them again.
20 (Whereupon, Exhibit 5 was marked for
21 identification.)
22 Q. All right.
23 I'm going to show you what's been
24 marked for identification as Exhibit 5. This is
25 the third-party payor Plaintiffs' Fact Sheet for,

<p style="text-align: right;">Page 118</p> <p>1 I believe, SummaCare. Let's confirm that. Okay.</p> <p>2 On page three of Exhibit 5, you see</p> <p>3 SummaCare is listed as the organization?</p> <p>4 A. Yes.</p> <p>5 Q. And then directing your attention to</p> <p>6 page eight, is that your signature under the</p> <p>7 declaration?</p> <p>8 A. Yes, it is.</p> <p>9 Q. At the time that you signed this</p> <p>10 Plaintiff Fact Sheet, do you believe you reviewed</p> <p>11 it and confirmed the accuracy of the information</p> <p>12 contained in the fact sheet?</p> <p>13 A. I recall that I reviewed it. I did</p> <p>14 not prepare it, but I reviewed it and relied also</p> <p>15 on the advice and opinion of counsel in its</p> <p>16 preparation.</p> <p>17 Q. Okay.</p> <p>18 If I understand your explanation</p> <p>19 correctly, you don't necessarily have personal</p> <p>20 knowledge of each item verified in this Plaintiff</p> <p>21 Fact Sheet, but you did review it before signing</p> <p>22 the declaration?</p> <p>23 A. Yes, sir.</p> <p>24 Q. To the extent you didn't have</p> <p>25 personal knowledge, you relied on information</p>	<p style="text-align: right;">Page 120</p> <p>1 Directing your attention to page five</p> <p>2 of the Plaintiff Fact Sheet, under Section E,</p> <p>3 subsection one, there is a description of when</p> <p>4 SummaCare first became aware of the recall and</p> <p>5 certain facts in connection with that.</p> <p>6 Do you know how MSP came -- developed</p> <p>7 the facts that are set forth in this portion of</p> <p>8 the Plaintiff Fact Sheet?</p> <p>9 MR. WHORTON: Objection.</p> <p>10 Outside the scope.</p> <p>11 A. Specifically, I do not.</p> <p>12 Q. Directing your attention to page</p> <p>13 five, Section C, subsection one, there is a list</p> <p>14 of witnesses with knowledge concerning the</p> <p>15 substance of MSP -- I'm sorry -- of SummaCare's</p> <p>16 allegation against the defendants in this action.</p> <p>17 How did MSP go about identifying the</p> <p>18 list of witnesses on page five?</p> <p>19 A. Specifically, I do not know.</p> <p>20 Q. All right.</p> <p>21 Does MSP know what each of these</p> <p>22 individuals -- what information each of these</p> <p>23 individuals can supply concerning the substance of</p> <p>24 the allegations against the defendants in this</p> <p>25 action?</p>
<p style="text-align: right;">Page 119</p> <p>1 supplied to you to verify its accuracy?</p> <p>2 A. That is correct.</p> <p>3 Q. Who else participated, to your</p> <p>4 knowledge, in preparing this Plaintiff Fact Sheet</p> <p>5 besides yourself and counsel?</p> <p>6 A. I do not know.</p> <p>7 Q. Okay.</p> <p>8 You reviewed this Plaintiff Fact</p> <p>9 Sheet in preparing for your deposition today?</p> <p>10 A. I did.</p> <p>11 Q. In reviewing the Plaintiff Fact</p> <p>12 Sheet, did you identify any answers that you feel</p> <p>13 need to be corrected or supplemented today?</p> <p>14 A. Mr. Ostfeld, could I ask you to</p> <p>15 please scroll down and allow me to review the</p> <p>16 pages after my signature?</p> <p>17 Q. Sure. Of course. I think those are</p> <p>18 just --</p> <p>19 A. Yes. Starting with that, if you</p> <p>20 don't mind, let me give that a quick look.</p> <p>21 Q. Sure.</p> <p>22 A. Okay.</p> <p>23 No, I don't see anything there that</p> <p>24 would prompt me to amend in any way.</p> <p>25 Q. Okay.</p>	<p style="text-align: right;">Page 121</p> <p>1 A. No.</p> <p>2 Q. Okay.</p> <p>3 Under Subsection C2, there's an</p> <p>4 identification of persons who can testify about</p> <p>5 the benefits and coverages afforded by the rules,</p> <p>6 regulations, requirements, etc., of the programs</p> <p>7 covering valsartan products during the damages</p> <p>8 period.</p> <p>9 Do you know how these two individuals</p> <p>10 were identified?</p> <p>11 A. I do not.</p> <p>12 Q. Does MSP have knowledge of what</p> <p>13 testimony each of these persons identified can</p> <p>14 provide about the benefits and coverages afforded</p> <p>15 by the programs?</p> <p>16 A. To my knowledge, no.</p> <p>17 Q. Directing your attention to the</p> <p>18 individuals identified in response to part C,</p> <p>19 subsection three, this is a list of persons who</p> <p>20 can testify about policies, programs, procedures</p> <p>21 and efforts utilized to identify and collect from</p> <p>22 other persons or sources amounts paid or incurred</p> <p>23 in connection with programs covering value</p> <p>24 products during the damages period.</p> <p>25 Do you know how these individuals</p>

<p style="text-align: right;">Page 122</p> <p>1 were identified?</p> <p>2 A. No, I do not.</p> <p>3 Q. Do you know what testimony each of</p> <p>4 these persons can provide on the subject matter</p> <p>5 indicated?</p> <p>6 A. Specifically, no, sir.</p> <p>7 Q. I think you answered this a moment</p> <p>8 ago, but just to confirm, you do not know who</p> <p>9 provided the information supplied in response to</p> <p>10 part E, subsection one?</p> <p>11 A. That is correct.</p> <p>12 Q. Following the valsartan recall, did</p> <p>13 anyone at SummaCare contact MSP to discuss the</p> <p>14 recall?</p> <p>15 A. I do not know.</p> <p>16 (Whereupon, Exhibit 6 was marked for</p> <p>17 identification.)</p> <p>18 Q. Okay.</p> <p>19 I'm going to show you what's been</p> <p>20 marked for identification as Exhibit 6. This is</p> <p>21 the third-party payor Plaintiff Fact Sheet for</p> <p>22 Emblem Health.</p> <p>23 Do you see that?</p> <p>24 A. Yes, sir.</p> <p>25 Q. Is this one of the Plaintiff Fact</p>	<p style="text-align: right;">Page 124</p> <p>1 there's a list of persons with knowledge.</p> <p>2 Do you know how these persons were</p> <p>3 identified?</p> <p>4 A. I do not.</p> <p>5 Q. Do you know what knowledge each of</p> <p>6 these persons possesses?</p> <p>7 A. Specifically, no.</p> <p>8 Q. Sub part two, there's a further</p> <p>9 identification of persons who can testify about</p> <p>10 benefits and coverages.</p> <p>11 Do you know how these persons were</p> <p>12 identified?</p> <p>13 A. I do not.</p> <p>14 Q. Do you know what testimony each of</p> <p>15 these persons would be able to give on the subject</p> <p>16 described?</p> <p>17 A. No, sir.</p> <p>18 Q. Sub part three, there's one person</p> <p>19 identified who can testify about policies,</p> <p>20 programs and procedures.</p> <p>21 Do you know how this person was</p> <p>22 identified?</p> <p>23 A. No.</p> <p>24 Q. Do you know what testimony this</p> <p>25 person would be able to give?</p>
<p style="text-align: right;">Page 123</p> <p>1 Sheets that you reviewed in preparing for your</p> <p>2 deposition today?</p> <p>3 A. I believe so, yes.</p> <p>4 Q. And that is your signature on the</p> <p>5 declaration on page eight?</p> <p>6 A. Yes, it is.</p> <p>7 Q. Is it the same scenario here where to</p> <p>8 extent this was not -- let me start with this:</p> <p>9 Did you have personal knowledge of all of the</p> <p>10 facts verified in the Plaintiff Fact Sheet?</p> <p>11 A. No. Similar to the previous fact</p> <p>12 sheet, I relied on counsel.</p> <p>13 Q. Okay.</p> <p>14 Based on your review of this fact</p> <p>15 sheet in preparing for your deposition, are there</p> <p>16 any answers that you feel you need to correct or</p> <p>17 supplement today?</p> <p>18 Let me know if you need me to scroll</p> <p>19 through it again.</p> <p>20 A. I would venture to say it's very</p> <p>21 similar to the previous fact sheet and I would say</p> <p>22 no, there doesn't need to be any correction.</p> <p>23 Q. Okay.</p> <p>24 Beginning on page five of the Emblem</p> <p>25 Health Fact Sheet, part C, subsection one, again,</p>	<p style="text-align: right;">Page 125</p> <p>1 A. I do not.</p> <p>2 Q. Directing your attention to part E,</p> <p>3 sub part one, there's a description of how Emblem</p> <p>4 Health became aware of the presence of</p> <p>5 nitrosamines in valsartan products.</p> <p>6 Do you know how these facts were</p> <p>7 collected?</p> <p>8 A. No, sir, I do not.</p> <p>9 Q. Do you know who would be able to</p> <p>10 provide additional details regarding these facts?</p> <p>11 A. I would suspect the person that's</p> <p>12 identified there, but no one -- I wouldn't know</p> <p>13 anybody else.</p> <p>14 Q. Okay.</p> <p>15 Following the recall, did Emblem</p> <p>16 Health contact MSP to discuss the recall of</p> <p>17 valsartan?</p> <p>18 A. I do not know.</p> <p>19 (Whereupon, Exhibit 7 was marked for</p> <p>20 identification.)</p> <p>21 Q. I'm going to show you what's been</p> <p>22 marked for identification as Exhibit 7.</p> <p>23 Do you recognize this as the</p> <p>24 Plaintiff Fact Sheet for ConnectiCare?</p> <p>25 A. Yes.</p>

<p style="text-align: right;">Page 126</p> <p>1 Q. Directing your attention to page 2 eight, is that your signature on the declaration 3 page? 4 A. Yes, it is. 5 Q. Did you have personal knowledge of 6 all of the facts verified in this Plaintiff Fact 7 Sheet? 8 A. No. 9 Q. You reviewed this fact sheet -- to 10 the extent that you did not have personal 11 knowledge, did you rely on counsel for the facts 12 that you verified in the fact sheet? 13 A. Yes, sir, I did. 14 Q. Did you review this fact sheet in 15 preparing for your deposition today? 16 A. Yes. 17 Q. In reviewing it, did you see anything 18 that needs to be amended or corrected as you sit 19 here today? 20 A. No, sir. 21 Q. All right. 22 Directing your attention to part C, 23 sub part one on page five of the fact sheet, 24 there's, again, a list of persons with knowledge. 25 Do you know how these persons were</p>	<p style="text-align: right;">Page 128</p> <p>1 sub part one, there's a description of how 2 ConnectiCare became aware of the valsartan 3 product -- of the presence of nitrosamines in 4 valsartan products. 5 Do you know how these facts were 6 developed? 7 A. How the facts were developed or how 8 this answer was drafted? 9 Q. Do you know the source of this 10 answer? 11 A. I do not, no. 12 Q. Do you know who would have knowledge 13 of the information contained in this answer? 14 A. Not other than the people identified, 15 no. 16 Q. All right. 17 Following the valsartan recall, did 18 anyone at Emblem Health contact MSP to discuss the 19 recall? 20 I'm sorry. 21 Did anyone at ConnectiCare contact 22 MSP to discuss the recall? 23 A. I do not know. 24 MR. OSTFELD: This is probably a good 25 spot to take a break. I guess my question</p>
<p style="text-align: right;">Page 127</p> <p>1 identified? 2 A. I do not. 3 Q. Do you know what knowledge each of 4 these persons possesses? 5 A. No, sir. 6 Q. Sub part two, there's an 7 identification of two persons who can testify 8 about benefits and coverages. 9 Do you know how these two persons 10 were identified? 11 A. No, sir. 12 Q. Do you know what testimony each of 13 these people can give? 14 A. Specifically, no, sir. 15 Q. In part three, there's an 16 identification of one person who can testify about 17 policies, programs, procedures and efforts. 18 Do you know how this person was 19 identified? 20 A. I do not. 21 Q. Do you know what testimony this 22 person can give? 23 A. Specifically, no, sir. 24 Q. Okay. 25 Directing your attention to part E,</p>	<p style="text-align: right;">Page 129</p> <p>1 for you, Mr. Lopez, or anyone else who wants 2 to chime in, is do we want to make this our 3 lunch break or keep going a little bit 4 longer? My guess would be I've got maybe 5 another hour or two. 6 MR. WHORTON: I have no preference, 7 Greg. I'll leave it up to Mr. Lopez, whether 8 he wants to have a lunch break or keep 9 pushing on. If you have an hour -- 10 THE WITNESS: I could probably make 11 it through. If you're going to go to 2:00, I 12 would suggest a lunch break. I won't hold 13 you to it. 14 MR. OSTFELD: Why don't we go ahead 15 and try to press on. If we get hungry, we'll 16 take a break. 17 THE WITNESS: That works. 18 MR. OSTFELD: Okay. 19 Why don't we just make this a 20 ten-minute break? We could resume at 12:33. 21 THE WITNESS: Very good. 22 THE VIDEOGRAPHER: The time is 12:23. 23 We're going off the video record. 24 This ends media unit three. 25 (Recess taken)</p>

<p style="text-align: right;">Page 130</p> <p>1 THE VIDEOGRAPHER: The time is 12:38.</p> <p>2 We are going back on the video</p> <p>3 record.</p> <p>4 This begins media unit four.</p> <p>5 Q. All right, Mr. Lopez. I'm going to</p> <p>6 talk -- I want to talk a little bit more about the</p> <p>7 MSP entities that we've been discussing today.</p> <p>8 We've talked about MSP Recovery and</p> <p>9 then MSP, the plaintiff entity in this case. I</p> <p>10 think we've been doing a pretty good job of</p> <p>11 differentiating between them by nomenclature, but</p> <p>12 I want to understand a little bit more is what</p> <p>13 each entity is and what each entity does.</p> <p>14 Let's start with the entity we've</p> <p>15 been calling MSP, MSP Recovery LLC.</p> <p>16 When was that entity formed?</p> <p>17 A. MSP Recovery Claim Series, I don't</p> <p>18 recall specifically when it was formed. I don't</p> <p>19 have a date. I would say at least sometime</p> <p>20 perhaps in 2017, but don't quote me on that.</p> <p>21 Q. Okay.</p> <p>22 What is the business of MSP, the</p> <p>23 plaintiff entity in this case?</p> <p>24 A. The plaintiff entity is a holding</p> <p>25 company and simply holds assets in the matter of</p>	<p style="text-align: right;">Page 132</p> <p>1 LLP, that is a Florida Limited Liability Company.</p> <p>2 Q. Okay.</p> <p>3 So MSP Recovery you would defer to</p> <p>4 the records of the Florida Secretary of State?</p> <p>5 A. That is correct.</p> <p>6 Q. What is the business of MSP Recovery</p> <p>7 LLC?</p> <p>8 A. That entity stores the claims data</p> <p>9 and it reviews it, analyzes and evaluates the</p> <p>10 claims data for the purpose of identifying</p> <p>11 recoverable claims.</p> <p>12 Q. All right.</p> <p>13 As between those two entities, MSP</p> <p>14 and MSP Recovery, what are the respective roles of</p> <p>15 each entity in litigation to recover on assigned</p> <p>16 claims?</p> <p>17 MR. WHORTON: Objection.</p> <p>18 Vague.</p> <p>19 A. The plaintiff in this case, as the</p> <p>20 owner of the claims, would have the right title</p> <p>21 and standing to pursue the claims and it has a</p> <p>22 servicing agreement with MSP Recovery LLC and MSP</p> <p>23 Recovery LLC would provide it support and analysis</p> <p>24 in connection with the claims data.</p> <p>25 Q. When was that servicing agreement</p>
<p style="text-align: right;">Page 131</p> <p>1 assignment rights and recovery rights.</p> <p>2 Q. Okay.</p> <p>3 And it holds those assets through a</p> <p>4 series of -- well, through series; is that right?</p> <p>5 A. Yes. They are segregated, for lack</p> <p>6 of a better term, into a particular series to keep</p> <p>7 each asset separate.</p> <p>8 Q. Okay.</p> <p>9 Does the umbrella entity MSP hold any</p> <p>10 assets distinct from the assets held by its</p> <p>11 series?</p> <p>12 A. It does not.</p> <p>13 Q. The other entity we've been</p> <p>14 discussing is MSP Recovery LLC.</p> <p>15 When was that entity formed?</p> <p>16 A. Again, I don't recall the specific</p> <p>17 day. I would have to go back and check the</p> <p>18 records of the Secretary of State. I would be</p> <p>19 guessing, but about 2014/2015 or thereabouts.</p> <p>20 Q. Okay.</p> <p>21 Presumably you would defer to the</p> <p>22 records of the Delaware Secretary of State as to</p> <p>23 the specific dates of formation?</p> <p>24 A. With respect to MSP Recovery Claims</p> <p>25 Series LLC, correct. With respect to MSP Recovery</p>	<p style="text-align: right;">Page 133</p> <p>1 entered into?</p> <p>2 A. I don't recall specifically. To the</p> <p>3 best of my recollection, it would have been in or</p> <p>4 around the time that the plaintiff was set up.</p> <p>5 Q. Okay.</p> <p>6 The servicing agreement is between</p> <p>7 MSP and MSP Recovery?</p> <p>8 A. I don't recall the specific parties,</p> <p>9 but it would encompass MSP Recovery. I didn't</p> <p>10 review the agreement and I don't recall when that</p> <p>11 agreement -- as I said, when it was entered, but I</p> <p>12 would have to just clarify who the specific</p> <p>13 parties are, but it does provide for servicing</p> <p>14 between the two.</p> <p>15 Q. Okay.</p> <p>16 Do you know if that servicing</p> <p>17 agreement has been produced in connection with</p> <p>18 this litigation?</p> <p>19 A. I do not know.</p> <p>20 Q. Okay.</p> <p>21 So MSP is the named plaintiff in</p> <p>22 these cases and MSP Recovery manages the</p> <p>23 litigation pursuant to the Service Agreement.</p> <p>24 Is that correct?</p> <p>25 MR. WHORTON: Objection.</p>

<p style="text-align: right;">Page 134</p> <p>1 Misstatements the testimony.</p> <p>2 A. No. It just provides data support</p> <p>3 and technology support with respect to the data --</p> <p>4 the claims data itself.</p> <p>5 Q. Okay.</p> <p>6 Which entity is responsible for</p> <p>7 managing the litigation?</p> <p>8 A. Well, the plaintiff itself is the</p> <p>9 named plaintiff and it would probably -- the</p> <p>10 litigation is managed by counsel and it takes the</p> <p>11 advice from counsel.</p> <p>12 Q. All right.</p> <p>13 Who acts as the person at the</p> <p>14 plaintiff entity who directs and manages the</p> <p>15 efforts of counsel in connection with this</p> <p>16 litigation?</p> <p>17 A. That would probably be -- I don't</p> <p>18 know specifically, but it would be through MSP</p> <p>19 Recovery Law Firm and Mr. Casada as the person who</p> <p>20 oversees the litigation.</p> <p>21 Q. Okay.</p> <p>22 Let me ask about MSP Recovery Law</p> <p>23 Firm.</p> <p>24 When was that entity formed?</p> <p>25 A. MSP Recovery Law Firm is a fictitious</p>	<p style="text-align: right;">Page 136</p> <p>1 Vague.</p> <p>2 Object to form.</p> <p>3 A. Not to my knowledge.</p> <p>4 Q. All right.</p> <p>5 The claims of the three assignors</p> <p>6 we've been talking about are assigned to three</p> <p>7 separate series that we identified earlier, right?</p> <p>8 A. That is correct.</p> <p>9 Q. How many total series has MSP</p> <p>10 established?</p> <p>11 A. I honestly do not recall.</p> <p>12 Q. Okay.</p> <p>13 You testified earlier that the series</p> <p>14 exists as part of a Series LLC under Delaware law.</p> <p>15 Could you explain what the legal</p> <p>16 relationship is between a Series LLC and an</p> <p>17 individual series?</p> <p>18 MR. WHORTON: Objection.</p> <p>19 Calls for a legal conclusion.</p> <p>20 A. Knowing that I'm not an expert on</p> <p>21 Delaware law, what I can tell you is that the</p> <p>22 Delaware statute permits a limited liability</p> <p>23 company to incorporate as a Series LLC and as a</p> <p>24 result, a statute would allow the LLC to designate</p> <p>25 individual series in order to segregate assets or</p>
<p style="text-align: right;">Page 135</p> <p>1 name. It's a DBA of La Ley of John H. Ruiz PA. I</p> <p>2 do not recall specifically when the fictitious</p> <p>3 name was filed or when the PA was established.</p> <p>4 Q. Okay.</p> <p>5 What is the business of that law</p> <p>6 firm?</p> <p>7 A. It acts as counsel to MSP Recovery</p> <p>8 LLC and the plaintiffs that pursue the cases.</p> <p>9 Q. Okay.</p> <p>10 Does that law firm have an ownership</p> <p>11 stake directly or indirectly in the MSP Recovery</p> <p>12 or MSP entities?</p> <p>13 MR. WHORTON: Objection.</p> <p>14 Vague.</p> <p>15 A. No, it does not.</p> <p>16 Q. How many employees does that law firm</p> <p>17 have?</p> <p>18 A. I don't recall specifically.</p> <p>19 Q. All right.</p> <p>20 More than ten?</p> <p>21 A. I would say so.</p> <p>22 Q. Does that law firm have any business</p> <p>23 other than in connection with the business</p> <p>24 operation of MSP and MSP Recovery?</p> <p>25 MR. WHORTON: Objection.</p>	<p style="text-align: right;">Page 137</p> <p>1 members or managers or other business units.</p> <p>2 Q. In MSP's understanding, are the</p> <p>3 series separate legal entities from the parent MSP</p> <p>4 Series LLC?</p> <p>5 MR. WHORTON: Objection.</p> <p>6 Calls for a legal conclusion.</p> <p>7 A. They are established or set up with</p> <p>8 the issuance of a document called a Certificate of</p> <p>9 Designation, so that, in essence, is the birth of</p> <p>10 the series.</p> <p>11 Q. Okay.</p> <p>12 Are the series separate legal</p> <p>13 entities from one another?</p> <p>14 MR. WHORTON: Objection.</p> <p>15 Asked and answered.</p> <p>16 A. They are.</p> <p>17 Q. Do they each have their own assets?</p> <p>18 A. In this particular case or in</p> <p>19 general?</p> <p>20 Q. In this particular case, do each of</p> <p>21 the three series here have their own assets?</p> <p>22 A. Yes, of the specific assignments in</p> <p>23 connection with ConnectiCare and Emblem and</p> <p>24 SummaCare.</p> <p>25 Q. All right.</p>

<p style="text-align: right;">Page 138</p> <p>1 Are those assets booked separately</p> <p>2 for each entity?</p> <p>3 MR. WHORTON: Objection.</p> <p>4 Vague.</p> <p>5 A. I'm not sure what you mean by booked,</p> <p>6 but they are tracked separately, yes.</p> <p>7 Q. Okay.</p> <p>8 Does each series have its own</p> <p>9 separate accounting records?</p> <p>10 A. I believe they do.</p> <p>11 Q. All right.</p> <p>12 So, for example, SummaCare's assigned</p> <p>13 claims are tracked as assets of Series 16-11-509?</p> <p>14 A. Yes, and I'm trusting that that's the</p> <p>15 correct number.</p> <p>16 Q. Let's assume that that is correct.</p> <p>17 Assuming I've got the right number,</p> <p>18 that would be an accurate statement?</p> <p>19 A. Yes, that is accurate.</p> <p>20 Q. You walked me through the manager</p> <p>21 that each of those series has earlier. Do each of</p> <p>22 those series -- Series 16-11-509, 16-08-483 and</p> <p>23 15-09-157 -- have their own members?</p> <p>24 A. Yes, they do.</p> <p>25 Q. All right.</p>	<p style="text-align: right;">Page 140</p> <p>1 A. The first time that question --</p> <p>2 Q. Okay.</p> <p>3 The umbrella entity, MSP, it has a</p> <p>4 physical address?</p> <p>5 A. Yes, it does.</p> <p>6 Q. Okay.</p> <p>7 So to the extent the series have any</p> <p>8 address, their address is the MSP entity's</p> <p>9 address; is that right?</p> <p>10 A. That would be correct, yes.</p> <p>11 Q. Okay.</p> <p>12 Do the three series entities have</p> <p>13 bank accounts?</p> <p>14 A. I do not know.</p> <p>15 Q. Do the three series entities have any</p> <p>16 other assets in addition to the claims assigned to</p> <p>17 each of those series?</p> <p>18 A. No, they do not.</p> <p>19 (Whereupon, Exhibit 8 was marked for</p> <p>20 identification.)</p> <p>21 Q. I am going to share my screen with</p> <p>22 you again. All right.</p> <p>23 I am showing you what's been marked</p> <p>24 for identification as Exhibit 8. For the record,</p> <p>25 this is an instrument titled "Amended and Restated</p>
<p style="text-align: right;">Page 139</p> <p>1 Is the membership common across all</p> <p>2 three series?</p> <p>3 A. Yes.</p> <p>4 Q. Who is the member or members of each</p> <p>5 of those series?</p> <p>6 A. The member is VRM MSP Recovery</p> <p>7 Partners LLC.</p> <p>8 Q. All right. I'm sorry. I missed the</p> <p>9 first three letters of that.</p> <p>10 A. VRM.</p> <p>11 Q. VRM like mother?</p> <p>12 A. Victor, Romeo, Mother.</p> <p>13 Q. Okay.</p> <p>14 Do the three series that we've been</p> <p>15 discussing have the same address?</p> <p>16 A. Yes. I'm sorry. Same as address as?</p> <p>17 Q. The same physical address as one</p> <p>18 another.</p> <p>19 A. I'm sorry. I'm sorry. Would you</p> <p>20 rephrase that, please?</p> <p>21 Q. Do the three series share a common</p> <p>22 physical address?</p> <p>23 A. The individual series doesn't have an</p> <p>24 address, honestly.</p> <p>25 Q. Okay.</p>	<p style="text-align: right;">Page 141</p> <p>1 Limited Liability Company Operating Agreement of</p> <p>2 MSP Recovery Claims Series LLC," bearing Bates</p> <p>3 numbers MSP 1394 through MSP 1420.</p> <p>4 Do you recognize this document?</p> <p>5 A. I do.</p> <p>6 Q. Is this the current operating</p> <p>7 agreement of MSP Recovery Claims Series LLC?</p> <p>8 A. To my recollection, yes.</p> <p>9 Q. That's the plaintiff entity in this</p> <p>10 case, correct?</p> <p>11 A. Correct.</p> <p>12 Q. That's the entity we've been</p> <p>13 referring to throughout this deposition as MSP?</p> <p>14 A. Yes, sir.</p> <p>15 Q. All right.</p> <p>16 Did you review this document in</p> <p>17 preparing for your deposition today?</p> <p>18 A. I did not.</p> <p>19 MR. OSTFELD: Okay.</p> <p>20 I'm just going to note for the record</p> <p>21 this document is captioned "Restricted</p> <p>22 Confidential Information," which means it's</p> <p>23 subject to the protective order in this case.</p> <p>24 It's possible -- although I do not recall --</p> <p>25 but some of the other documents may have that</p>


J. Lopez, Esq.

Page 142

1 same caption on them, so to the extent that
2 there's a document captioned "Restricted
3 Confidential Information," we will stipulate
4 the testimony pertaining to those documents
5 and the documents themselves are subject to
6 the protective order.

[illegible]

Page 144



15 MR. WHORTON: Objection.

16 Outside the scope.

[illegible]

21 Q. I'm sorry.

22 Portions to the separate series?

23 A. Apportioned to.

24 Q. Apportioned to. I'm sorry.

25 A. Yes.

Page 143

[illegible]

Page 145

1 Q. Apportioned to the separate series.

2 Is there a person that is more
3 knowledgeable regarding the financial aspects of
4 this?

5 MR. WHORTON: Objection.

6 Vague.

7 A. Yes.

8 Q. All right.

9 Who would that person be?

10 A. Not with respect, though, to
11 structurally, but with respect to actual
12 recoveries, yes.

13 Q. Okay.

14 Who would that person be?

15 A. That would be Roberto Lizama,

16 L-I-Z-A-M-A.

17 Q. Okay.

18 Are the costs of litigation paid by

19 MSP or paid by the individual series?

20 MR. WHORTON: Objection.

21 Vague.

22 Outside the scope.

23 A. I do not know.

24 Q. All right.

25 When an action is commenced, is the

<p style="text-align: right;">Page 146</p> <p>1 counsel engaged -- well, let's go with this: In 2 this case, has counsel for the plaintiff been 3 engaged by MSP or by each of the individual 4 series? 5 MR. WHORTON: Objection. 6 Outside the scope. 7 Lacks foundation. 8 A. I don't recall, sir. I would have to 9 take a look at the retainer agreement. 10 Q. Okay. 11 In this case, who represents MSP on 12 the claims assigned by SummaCare to Series 13 16-11-509? 14 A. In this case, the law firm of Rivero 15 Mestre. 16 Q. In this case, who represents MSP on 17 the claims assigned by Emblem Health to series 18 16-08-483? 19 A. Same law firm. 20 Q. All right. 21 In this case, who represents MSP on 22 the claims assigned by ConnectiCare to 23 series 15-09-157? 24 A. Same law firm, Rivero Mestre. 25 Q. Is that all pursuant to one</p>	<p style="text-align: right;">Page 148</p> <p>1 Q. All right. 2 Exhibit A to Exhibit 8, which begins 3 on page MSP 1417, is a list of series. 4 Do you know if this list is still 5 current as of today? 6 A. Mr. Ostfeld, I do not recall. I 7 would have to go back and verify that. If there 8 has been a change, it would not be significant. 9 Q. Okay. 10 To your knowledge, have any series 11 been terminated or dissolved since the date of 12 this agreement? 13 A. No, sir. 14 Q. All right. 15 The first three series on this list, 16 as luck would have it, happen to be the three 17 series that have been assigned the claims at issue 18 in this case, right? 19 A. I don't recall the digits, but I'll 20 take your word for it. 21 Q. Does this list accurately reflect the 22 member and manager of each of those three series 23 as of today? 24 A. Yes, it does. 25 Q. How it is determined which rights or</p>
<p style="text-align: right;">Page 147</p> <p>1 engagement agreement or are there three separate 2 engagement agreements? 3 MR. WHORTON: Objection. 4 Lack of foundation. 5 Outside the scope. 6 A. I do not know. 7 Q. Are the three sets of claims billed 8 separately or is there one bill for all work in 9 connection with the valsartan litigation? 10 MR. WHORTON: Objection. 11 Outside the scope. 12 Lacks foundation. 13 A. I do not know. 14 Q. Do you know whether each series is 15 contributing to the cost of the litigation? 16 MR. WHORTON: Objection. 17 Vague. 18 Outside the scope. 19 A. I do not know. 20 Q. Do you know who is writing the checks 21 to pay costs in connection with the litigation? 22 MR. WHORTON: Same objection. 23 Outside the scope. 24 Lacks foundation. 25 A. I do not know.</p>	<p style="text-align: right;">Page 149</p> <p>1 claims get assigned to a specific series? 2 MR. WHORTON: Objection. 3 Outside the scope. 4 Lacks foundation. 5 A. I do not know. 6 Q. Is a separate series established for 7 each individual assignor? 8 MR. WHORTON: Asked and answered. 9 A. Typically, yes. 10 (Whereupon, Exhibit 9 was marked for 11 identification.) 12 Q. Let's move to Exhibit 9. I am 13 showing you what's been marked for identification 14 as Exhibit 9. This is a document titled "Third 15 Amended Consolidated Economic Loss Class Action 16 Complaint." 17 Mr. Lopez, I will represent to you 18 this is a version of the pleading that has been 19 filed with the court as part of a motion seeking 20 leave to file an amended complaint in this 21 litigation. I think you testified earlier that 22 you reviewed a complaint in preparing for your 23 deposition today. 24 Is that right? 25 A. That is correct.</p>

<p style="text-align: right;">Page 150</p> <p>1 Q. Is this the version of the complaint</p> <p>2 that you reviewed or did you review an earlier</p> <p>3 operative version of the complaint?</p> <p>4 A. That's a good question. I should</p> <p>5 know that. I don't recall if it was the third</p> <p>6 amended or the second amended.</p> <p>7 Q. Okay.</p> <p>8 What I'd like to do is at least start</p> <p>9 in this document because it has the most recent</p> <p>10 allegations the plaintiffs have indicated they</p> <p>11 would like to make. I'll direct you to some</p> <p>12 particular allegations and at some point you may</p> <p>13 be able to let me know if this is the version you</p> <p>14 reviewed or not.</p> <p>15 But I'll start with this: Whether it</p> <p>16 was this version of the complaint or some earlier</p> <p>17 version, did you have any role in drafting the</p> <p>18 complaint?</p> <p>19 Here, I'm asking you personally, not</p> <p>20 MSP?</p> <p>21 A. No, I personally did not.</p> <p>22 Q. To your knowledge, did MSP or MSP</p> <p>23 Recovery have any role in drafting the complaint?</p> <p>24 A. I do not know.</p> <p>25 Q. Do you know whether anyone at MSP or</p>	<p style="text-align: right;">Page 152</p> <p>1 A. I do.</p> <p>2 Q. Okay.</p> <p>3 Based on your review of these</p> <p>4 allegations pertaining to MSP, do you have an</p> <p>5 understanding as to whether these allegations are</p> <p>6 accurate?</p> <p>7 A. With the exception of the address in</p> <p>8 paragraph 59, yes, they're all accurate.</p> <p>9 Q. All right.</p> <p>10 What's wrong with the address in</p> <p>11 paragraph 59?</p> <p>12 A. That's a previous address. The</p> <p>13 current address is the address that I had given</p> <p>14 the court reporter when I was first sworn in.</p> <p>15 Q. Okay.</p> <p>16 Paragraph 65 of the complaint</p> <p>17 references a letter dated September 5th, 2018 by</p> <p>18 which SummaCare consented to, acknowledged and</p> <p>19 approved and ratified the assignment from MSP</p> <p>20 Recovery to Series 16-11-509.</p> <p>21 Are you familiar with the letter</p> <p>22 referenced in that paragraph?</p> <p>23 A. I recall that it exists. I did not</p> <p>24 review it in preparation for my testimony today.</p> <p>25 Q. All right.</p>
<p style="text-align: right;">Page 151</p> <p>1 MSP Recovery provided any information used in</p> <p>2 preparing this or any other version of the</p> <p>3 complaint?</p> <p>4 A. From my recollection, it would have.</p> <p>5 I recall in the complaint that I reviewed in</p> <p>6 preparation for the deposition a chart that listed</p> <p>7 certain claims so my conclusion is that</p> <p>8 information -- that's the chart I recall. My</p> <p>9 conclusion would be that that information was</p> <p>10 provided to counsel by MSP Recovery LLC.</p> <p>11 Q. Okay.</p> <p>12 Do you know who at MSP Recovery would</p> <p>13 have provided that information to counsel?</p> <p>14 A. I do not.</p> <p>15 Q. Okay.</p> <p>16 So I'm going to scroll up a little</p> <p>17 bit and start on page 49 of this third amended</p> <p>18 complaint, paragraph 59. Starting with that</p> <p>19 paragraph and continuing through paragraph 68 on</p> <p>20 page 52, there are allegations that are specific</p> <p>21 to MSP. I don't need you to read them all in</p> <p>22 detail now, but I'll scroll through them.</p> <p>23 My question is do you recognize these</p> <p>24 as allegations that you reviewed in preparing for</p> <p>25 your deposition today?</p>	<p style="text-align: right;">Page 153</p> <p>1 Do you know whether that letter has</p> <p>2 been produced in connection with this litigation?</p> <p>3 A. I do not know.</p> <p>4 Q. Do you recall the circumstances that</p> <p>5 gave rise to that letter?</p> <p>6 A. To the best of my recollection, I</p> <p>7 believe that the Recovery Agreement for SummaCare</p> <p>8 provided that any subsequent assignment would be</p> <p>9 approved or ratified by SummaCare and I believe</p> <p>10 that's what gave rise to that document.</p> <p>11 Q. Okay.</p> <p>12 Directing your attention to paragraph</p> <p>13 67, it states that MSPRC's assignors paid</p> <p>14 \$79 million on behalf of their enrollees.</p> <p>15 Do you see that?</p> <p>16 A. Yes, I do.</p> <p>17 Q. Do you know the basis for that</p> <p>18 \$79 million estimate?</p> <p>19 A. It would be contained in the claims</p> <p>20 data. I would defer to Mr. Miranda specifically</p> <p>21 as to how that number was arrived at.</p> <p>22 Q. Okay.</p> <p>23 Do you have any knowledge of whether</p> <p>24 that \$79 million number pertains to all of MSP's</p> <p>25 assignors or just the three at issue assignors</p>

<p style="text-align: right;">Page 154</p> <p>1 that we've been discussing today?</p> <p>2 A. I do not know specifically.</p> <p>3 Q. Okay.</p> <p>4 You defer to Mr. Miranda on that?</p> <p>5 A. I would. And to counsel.</p> <p>6 Q. Okay.</p> <p>7 The last sentence of paragraph 67</p> <p>8 references, by my count, 31 states that are</p> <p>9 included in MSP's payments.</p> <p>10 Do you know if those 31 states are</p> <p>11 just the three at-issue assignors we've been</p> <p>12 talking about or if that encompasses all of MSP's</p> <p>13 assigned claims?</p> <p>14 A. I don't know specifically.</p> <p>15 Q. Okay.</p> <p>16 SummaCare is based in Ohio, right?</p> <p>17 A. To my knowledge, yes.</p> <p>18 Q. And Emblem Health is based in New</p> <p>19 York?</p> <p>20 A. Yes, sir.</p> <p>21 Q. And ConnectiCare is based in</p> <p>22 Connecticut?</p> <p>23 A. Yes. To my knowledge, yes.</p> <p>24 Q. Each of those entities enrolls</p> <p>25 members in its home state?</p>	<p style="text-align: right;">Page 156</p> <p>1 drugs are contaminated FDA recalled lots of</p> <p>2 valsartan-containing drugs?</p> <p>3 MR. WHORTON: Outside the scope.</p> <p>4 A. MSP. I do not know anyone</p> <p>5 specifically. I would defer to counsel.</p> <p>6 Q. Okay.</p> <p>7 Do you know whether anyone at MSP</p> <p>8 reviewed this list of National Drug Codes to</p> <p>9 confirm whether these were FDA recalled lots of</p> <p>10 valsartan-containing drugs?</p> <p>11 A. Specifically, I don't know what</p> <p>12 procedure was followed to do so.</p> <p>13 Q. Okay.</p> <p>14 The first exemplar on this list is an</p> <p>15 Emblem payment from a December 18th, 2017</p> <p>16 prescription.</p> <p>17 Do you see that?</p> <p>18 A. Yes. The date -- the date,</p> <p>19 Mr. Ostfeld, that you referred to is under the</p> <p>20 column titled "Date of Service." I don't know if</p> <p>21 that's the date of prescription, but that's the</p> <p>22 date that's reflected on the exhibit.</p> <p>23 Q. Okay.</p> <p>24 Emblem assigned its claims through</p> <p>25 September 29, 2017.</p>
<p style="text-align: right;">Page 155</p> <p>1 A. I suspect so.</p> <p>2 Q. Okay.</p> <p>3 Do you know if any of those entities</p> <p>4 enrolls members outside its own state?</p> <p>5 A. I do not.</p> <p>6 Q. Okay.</p> <p>7 Paragraph 68 has that chart and the</p> <p>8 list of what are called here exemplar payments</p> <p>9 that you referenced earlier.</p> <p>10 So paragraph 68 indicates that these</p> <p>11 amounts reflected in the chart are the amounts</p> <p>12 paid by the assignors.</p> <p>13 Do you know if that amount is</p> <p>14 inclusive or exclusive of co-payments?</p> <p>15 MR. WHORTON: Outside the scope.</p> <p>16 A. I do not.</p> <p>17 Q. Okay.</p> <p>18 Would you defer to Mr. Miranda on</p> <p>19 that?</p> <p>20 A. I would.</p> <p>21 Q. All right.</p> <p>22 Paragraph 68 also alleges that each</p> <p>23 payment is for contaminated FDA recalled lots of</p> <p>24 valsartan-containing drugs.</p> <p>25 Who at MSP has knowledge that these</p>	<p style="text-align: right;">Page 157</p> <p>1 We saw that earlier, right?</p> <p>2 A. Correct.</p> <p>3 Q. So this was either a prescription</p> <p>4 made or a claim paid after September 29th, 2017.</p> <p>5 It is not a claim assigned to MSP or any of its</p> <p>6 series.</p> <p>7 Is that right?</p> <p>8 MR. WHORTON: Objection.</p> <p>9 Assumes facts not in the record.</p> <p>10 A. I do not know. I do not know the</p> <p>11 particulars of that specific patient or payment.</p> <p>12 That would have to be examined with Mr. Miranda's</p> <p>13 expertise.</p> <p>14 Q. Okay. Let me skip way ahead to page</p> <p>15 162 and to paragraphs 605 and 606.</p> <p>16 Earlier, we were talking about</p> <p>17 classes and subclasses. Paragraphs 605, 606 and</p> <p>18 607 contained the proposed definitions of a</p> <p>19 nationwide class to nationwide subclasses and then</p> <p>20 state subclasses.</p> <p>21 Do you see that?</p> <p>22 A. I do.</p> <p>23 Q. And you gave me earlier MSP's</p> <p>24 understanding of what the classes are.</p> <p>25 Would it be fair to say you would</p>

<p style="text-align: right;">Page 158</p> <p>1 defer to the definition contained in the complaint</p> <p>2 as the precise definition of the classes that as</p> <p>3 of now MSP seeks to represent?</p> <p>4 A. Yes, I would.</p> <p>5 Q. The nationwide class definition is</p> <p>6 all individuals and entities in the United States</p> <p>7 and its territories and possessions who at least</p> <p>8 since January 1st, 2012 to the present paid any</p> <p>9 amount of money for a valsartan-containing drug</p> <p>10 intended for personal or household use that was</p> <p>11 manufactured, distributed or sold by any</p> <p>12 defendant.</p> <p>13 MSP has not itself paid any amount of</p> <p>14 money for a valsartan-containing drug; is that</p> <p>15 correct?</p> <p>16 MR. WHORTON: Asked and answered.</p> <p>17 A. That is correct.</p> <p>18 Q. All right.</p> <p>19 MSP is only the assignee of entities</p> <p>20 that have paid money for valsartan-containing</p> <p>21 drugs; is that right?</p> <p>22 A. Yes, sir.</p> <p>23 Q. So the entity MSP and its series are</p> <p>24 not themselves members of this class; is that</p> <p>25 right?</p>	<p style="text-align: right;">Page 160</p> <p>1 defendant.</p> <p>2 Do you see that?</p> <p>3 A. I do.</p> <p>4 Q. MSP is not itself a third-party payor</p> <p>5 entity, correct?</p> <p>6 MR. WHORTON: Objection.</p> <p>7 Calls for a legal conclusion.</p> <p>8 Outside the scope.</p> <p>9 A. To the extent -- to the extent that</p> <p>10 it is an assignee, yes, it is. It didn't pay</p> <p>11 specifically, but again, consistent with my</p> <p>12 previous answer, it steps into the shoes of its</p> <p>13 assignors.</p> <p>14 Q. Okay.</p> <p>15 Other than -- separate from -- I</p> <p>16 understand your position that it's an assignee,</p> <p>17 but as itself an operating entity, MSP itself has</p> <p>18 never acted as a third-party payor to pay for</p> <p>19 prescription drugs for any beneficiary of an MSP</p> <p>20 plan, correct?</p> <p>21 MR. WHORTON: Asked and answered.</p> <p>22 I'm not sure you said MSP plan, but</p> <p>23 that's what -- that's what the question said.</p> <p>24 MR. OSTFELD: That's what I meant.</p> <p>25 A. That is correct.</p>
<p style="text-align: right;">Page 159</p> <p>1 MR. WHORTON: Objection.</p> <p>2 Calls for a legal conclusion.</p> <p>3 Outside the scope.</p> <p>4 A. As the assignees of the claims, it</p> <p>5 would be a member of the class. It would step</p> <p>6 into the shoes of its assignor, but other than</p> <p>7 that, I would state that that would call for a</p> <p>8 legal conclusion that I'm not prepared to answer.</p> <p>9 Q. Okay.</p> <p>10 When you say it would step into the</p> <p>11 shoes, it sued in its own name, not in the name of</p> <p>12 its assignors; is that right?</p> <p>13 MR. WHORTON: Objection.</p> <p>14 Misstates facts in the record.</p> <p>15 A. It would pursue the claim in its own</p> <p>16 name, correct.</p> <p>17 Q. The subclass, the TPP nationwide</p> <p>18 subclass, is defined as all TTPs in the United</p> <p>19 States and its territories and possessions that</p> <p>20 since at least January 1st, 2012 to the present</p> <p>21 paid any amount of money for a</p> <p>22 valsartan-containing drug intended for personal or</p> <p>23 household use that was manufactured, distributed</p> <p>24 or sold by any active pharmaceutical ingredient,</p> <p>25 finished dose, wholesaler or repackager/relabeler</p>	<p style="text-align: right;">Page 161</p> <p>1 Q. Okay.</p> <p>2 The three at-issue assignor entities</p> <p>3 are all Medicare Advantage organizations; is that</p> <p>4 right?</p> <p>5 A. I beg your pardon?</p> <p>6 Q. The three at-issue assignors whose</p> <p>7 claims MSP is asserting in this case, they are all</p> <p>8 Medicare Advantage organizations; is that right?</p> <p>9 A. Yes. To my knowledge, yes, sir.</p> <p>10 MR. OSTFELD: Do we have somebody who</p> <p>11 needs to mute?</p> <p>12 THE WITNESS: Just a little noise</p> <p>13 going on out in the hallway.</p> <p>14 MR. OSTFELD: Okay.</p> <p>15 Q. As a class representative, MSP is not</p> <p>16 asserting any claims on behalf of any non-Medicare</p> <p>17 Advantage organization assignors in this</p> <p>18 litigation; is that correct?</p> <p>19 MR. WHORTON: Objection.</p> <p>20 Calls for a legal conclusion.</p> <p>21 Outside the scope.</p> <p>22 A. The claims asserted would be on</p> <p>23 behalf of Medicare Advantage organizations that</p> <p>24 have contracted with CMS and any other Medicare</p> <p>25 Advantage plan that has paid for or assumed</p>

<p style="text-align: right;">Page 162</p> <p>1 financial risk for the payment of the drugs.</p> <p>2 Q. Okay.</p> <p>3 What is the basis for MSP's</p> <p>4 qualifications to serve as a class representative</p> <p>5 on behalf of class members other than Medicare</p> <p>6 Advantage organizations?</p> <p>7 A. It understands the payments that were</p> <p>8 made and it is prepared to pursue those claims on</p> <p>9 behalf of any payor in that regard.</p> <p>10 Q. Other than the assignors that have</p> <p>11 assigned claims to MSP, does MSP know the</p> <p>12 identities of any other third-party payors that</p> <p>13 belong to the proposed class or subclass?</p> <p>14 A. I do not know at this point in time.</p> <p>15 Q. Okay.</p> <p>16 Does MSP have access to any database</p> <p>17 or common reference or resource that would provide</p> <p>18 it with the identities of other third-party payors</p> <p>19 that belonged to the class or subclass?</p> <p>20 MR. WHORTON: Outside the scope.</p> <p>21 A. I do not know.</p> <p>22 Q. How many cases has MSP or any of its</p> <p>23 affiliates filed as a plaintiff?</p> <p>24 A. Specific number, I could not tell</p> <p>25 you.</p>	<p style="text-align: right;">Page 164</p> <p>1 Q. Okay.</p> <p>2 How many MSP or its affiliate</p> <p>3 lawsuits have been dismissed voluntarily?</p> <p>4 A. I do not know.</p> <p>5 Q. How many of MSP's lawsuits are</p> <p>6 against private insurance companies?</p> <p>7 MR. WHORTON: Objection.</p> <p>8 Vague.</p> <p>9 A. Specifically, I did not know.</p> <p>10 Q. Would you agree that a majority of</p> <p>11 MSP's lawsuits are against private insurance</p> <p>12 companies?</p> <p>13 A. I could not tell you. I don't get</p> <p>14 involved in the litigation aspect.</p> <p>15 Q. Okay.</p> <p>16 How many of MSP's lawsuits have</p> <p>17 settled on an individual basis?</p> <p>18 MR. WHORTON: Objection.</p> <p>19 Lacks foundation.</p> <p>20 A. I do not know.</p> <p>21 Q. How many have settled on a class wide</p> <p>22 basis?</p> <p>23 A. I don't recall. I vaguely recall at</p> <p>24 least one or two perhaps, but other than that, I</p> <p>25 couldn't tell you.</p>
<p style="text-align: right;">Page 163</p> <p>1 Q. Is it more than 100?</p> <p>2 A. I would say yes.</p> <p>3 Q. Do you know how many class actions</p> <p>4 MSP or one of its affiliates have filed as a</p> <p>5 punitive class representative?</p> <p>6 A. I don't recall a specific number.</p> <p>7 Q. How many of MSP's lawsuits have been</p> <p>8 dismissed involuntarily?</p> <p>9 A. I do not know.</p> <p>10 Q. Do you know the reason --</p> <p>11 A. Forgive me. That was with respect to</p> <p>12 the plaintiff in this case.</p> <p>13 Q. For this one, I'm saying any MSP</p> <p>14 entity.</p> <p>15 Have lawsuits that have been filed by</p> <p>16 MSP or any of its affiliates including MSP</p> <p>17 Recovery been dismissed involuntarily?</p> <p>18 A. Yes.</p> <p>19 Q. What are the reasons for the</p> <p>20 involuntary dismissals?</p> <p>21 MR. WHORTON: Objection.</p> <p>22 Outside the scope.</p> <p>23 Lacks foundation.</p> <p>24 A. I couldn't answer specifically. I</p> <p>25 would have to read the particular orders.</p>	<p style="text-align: right;">Page 165</p> <p>1 Q. All right.</p> <p>2 Mr. Lopez, topic 51 on your notice of</p> <p>3 deposition was MSPRC and its assignors' history as</p> <p>4 litigants in any prior or current lawsuit.</p> <p>5 What did you do to prepare to testify</p> <p>6 on that topic today?</p> <p>7 A. Nothing in particular. I didn't</p> <p>8 review a specific roster of cases. I'm just</p> <p>9 relying on my general recollection.</p> <p>10 Q. Okay.</p> <p>11 In terms of your general</p> <p>12 recollection, that's limited because you don't get</p> <p>13 involved on the litigation side.</p> <p>14 Is that fair?</p> <p>15 A. Generally fair, Mr. Ostfeld.</p> <p>16 Occasionally, I will review an order on a</p> <p>17 particular case that comes to my attention, but as</p> <p>18 far as monitoring the specific results, I do not</p> <p>19 get involved in that.</p> <p>20 Q. Do you know how many of MSP's</p> <p>21 lawsuits have been dismissed for lack of standing?</p> <p>22 A. I do not.</p> <p>23 Q. Okay.</p> <p>24 You know that that has happened in</p> <p>25 the past?</p>

<p style="text-align: right;">Page 166</p> <p>1 A. Yes, I do.</p> <p>2 Q. Do you have an approximation of how</p> <p>3 many times that's happened in the past?</p> <p>4 A. I do not.</p> <p>5 Q. Do you know how many of MSP's</p> <p>6 lawsuits have been dismissed for failure to</p> <p>7 prosecute the lawsuit?</p> <p>8 A. I do not.</p> <p>9 Q. Do you know that that has happened in</p> <p>10 the past?</p> <p>11 A. I do not.</p> <p>12 MR. WHORTON: Objection.</p> <p>13 Misstates facts in the record.</p> <p>14 Q. Okay.</p> <p>15 How many times has a court stricken</p> <p>16 MSP's or an affiliate's class action allegations?</p> <p>17 A. I don't know.</p> <p>18 Q. How many times has a court denied a</p> <p>19 motion for class certification seeking to appoint</p> <p>20 MSP or one of its affiliates as the class</p> <p>21 representative?</p> <p>22 A. I do not know specifically.</p> <p>23 Q. How many times has MSP or one of its</p> <p>24 affiliates been designated as a class</p> <p>25 representative for a certified class?</p>	<p style="text-align: right;">Page 168</p> <p>1 these lawsuits?</p> <p>2 A. As I sit here today, I do not.</p> <p>3 Q. With respect to these two lawsuits at</p> <p>4 the top that are highlighted in green as ones</p> <p>5 where there was a certified class, do you know if</p> <p>6 those remain certified classes today?</p> <p>7 A. I do not.</p> <p>8 Q. Okay.</p> <p>9 You do not know if an appellate court</p> <p>10 decertified each of those classes?</p> <p>11 A. I do not.</p> <p>12 Q. All right.</p> <p>13 Looking -- I'm just going to scroll</p> <p>14 through this list.</p> <p>15 I asked you earlier if there was a --</p> <p>16 if you would agree with me that a majority of the</p> <p>17 lawsuits filed by MSP or its affiliates are</p> <p>18 against private insurers. I'm going to scroll</p> <p>19 through this list and give you an opportunity to</p> <p>20 review it and then I'll ask you again if you would</p> <p>21 agree that a majority of the lawsuits filed by MSP</p> <p>22 Recovery or its affiliates are against private</p> <p>23 insurers.</p> <p>24 Okay. All right. I reached the end</p> <p>25 of the list in Exhibit 10.</p>
<p style="text-align: right;">Page 167</p> <p>1 A. This particular plaintiff?</p> <p>2 Q. MSP or any of its affiliates,</p> <p>3 including MSP Recovery.</p> <p>4 A. As I testified earlier, I don't</p> <p>5 recall specifically. I believe on one or two</p> <p>6 occasions, but I would have to go back and take a</p> <p>7 look at those orders to confirm the scope.</p> <p>8 Q. Okay.</p> <p>9 The MSP Recovery website contains a</p> <p>10 list of MSP cases in litigation.</p> <p>11 Are you familiar with that?</p> <p>12 A. No, sir.</p> <p>13 (Whereupon, Exhibit 10 was marked for</p> <p>14 identification.)</p> <p>15 Q. I'm going to show you what's been</p> <p>16 marked for identification as Exhibit 10. This is</p> <p>17 a printout of the first page of the web page</p> <p>18 titled "Full List of MSP Cases in Litigation" from</p> <p>19 the MSP Recovery website.</p> <p>20 Have you ever seen this before?</p> <p>21 A. No, sir.</p> <p>22 Q. You're not familiar with this list of</p> <p>23 lawsuits?</p> <p>24 A. I am not.</p> <p>25 Q. Do you know the status of any of</p>	<p style="text-align: right;">Page 169</p> <p>1 Would you agree most of those</p> <p>2 defendants are private insurance companies?</p> <p>3 A. They appear to be, from the list that</p> <p>4 you showed me.</p> <p>5 Q. All right.</p> <p>6 A lot of MSP's litigation is to seek</p> <p>7 Medicare secondary payor claims against private</p> <p>8 insurance companies; is that fair?</p> <p>9 A. A portion, yes.</p> <p>10 Q. All right.</p> <p>11 To the extent those private insurance</p> <p>12 companies have paid for valsartan, those same</p> <p>13 private insurance companies would be members of</p> <p>14 the proposed class in this case; is that right?</p> <p>15 MR. WHORTON: Objection.</p> <p>16 Misstates the record.</p> <p>17 Calls for a legal conclusion.</p> <p>18 A. You're asking me for a legal</p> <p>19 conclusion. I would have to defer to counsel to</p> <p>20 re-examine the definition of the class. I</p> <p>21 couldn't answer as I sit here today.</p> <p>22 Q. Okay. I'll ask a simpler question.</p> <p>23 Is MSP seeking to represent a class</p> <p>24 that includes entities that MSP is currently or</p> <p>25 has in the past sued?</p>

<p style="text-align: right;">Page 170</p> <p>1 MR. WHORTON: Same objection. 2 Calls for a legal conclusion. 3 Outside the scope. 4 Misstates facts in the record. 5 A. Only seeks -- MSP only seeks to 6 represent those third-party payors within the 7 definition of the complaint. 8 Q. Okay. 9 Even if those third-party payors are 10 entities that MSP is currently suing? 11 MR. WHORTON: Objection. 12 Misstates facts in the record. 13 A. I don't understand the question. 14 Again, the only thing that I could say is that MSP 15 would seek to represent third-party payors as 16 defined. I couldn't go beyond that definition. 17 (Whereupon, Exhibit 11 was marked for 18 identification.) 19 Q. I'm going to show you what's been 20 marked as Exhibit 11. This is another printout 21 from MSP Recovery's website titled "NPI 22 Providers." 23 Are you familiar with this page? 24 A. No, sir. 25 Q. Do you know what an NPI provider is?</p>	<p style="text-align: right;">Page 172</p> <p>1 A. No, I do not know. 2 (Whereupon, Exhibit 12 was marked for 3 identification.) 4 Q. All right. We're in the home 5 stretch. I'm going to show you what's been marked 6 for identification as Exhibit 12. This is a copy 7 of your Amended Notice of Videotaped Deposition of 8 Plaintiff MSP Recovery Claims Series LLC. 9 Is that the notice that you reviewed 10 in preparing for your deposition today? 11 A. I believe so, yes. 12 Q. All right. 13 We already went through and 14 identified the topics on which you've been 15 designated and I don't need to ask you about most 16 of them because we've been covering them as we've 17 gone through the questioning today. I did want to 18 ask a few follow-up questions on a few particular 19 topics. 20 For topic eight, sub part three, that 21 states "The identities of all persons working for 22 or on behalf of MSP Recovery, counsel excluded, 23 who have knowledge related to the at-issue plans." 24 Earlier, we went through the 25 Plaintiff Fact Sheet for each of those assignors.</p>
<p style="text-align: right;">Page 171</p> <p>1 A. Specifically, no. 2 Q. Do you know what the purpose of this 3 list on MSP Recovery's website is? 4 A. No, I do not. 5 Q. Are you familiar with a case in the 6 Southern District of Florida, MSP Recovery Claims 7 Series LLC versus ACE American Insurance? 8 A. Specifically, no. 9 Q. All right. 10 Are you familiar more generally with 11 the existence of litigation in which MSP is 12 seeking to recover cost-sharing reimbursements 13 from private insurers on behalf of its assignors? 14 MR. WHORTON: Objection to the 15 characterization. 16 Outside the scope. 17 A. Specifically, no. 18 Q. Okay. 19 Do you know if MSP is currently 20 seeking cost-sharing reimbursement pertaining to 21 prescription drug payments in any pending 22 litigation? 23 MR. WHORTON: Objection to the 24 characterization. 25 Outside the scope.</p>	<p style="text-align: right;">Page 173</p> <p>1 Other than the individuals identified in those 2 fact sheets, does MSP have knowledge of any other 3 persons working for or on behalf of MSP with 4 knowledge related to the at-issue plans? 5 A. No, sir. And of course with the 6 caveat that with respect to claims, data and 7 payments in connection with those at issue plans, 8 I would defer to Mr. Miranda, but no, other than 9 that, no. 10 Q. Okay. 11 For topic 47, that topic seeks 12 MSPRC's understanding of its responsibilities as a 13 class representative for the punitive TPP class. 14 I asked you the question earlier what 15 MSP's understanding of its responsibilities are 16 and you gave me your answer. I just want to make 17 sure we close that out. 18 Are there any other responsibilities 19 MSP understands itself to have as a class 20 representative that we have not already discussed 21 today? 22 A. No. Other than my earlier testimony, 23 no, sir. 24 Q. All right. 25 Similar question for topic 48, which</p>

<p style="text-align: right;">Page 174</p> <p>1 asks about MSPRC's qualifications to serve as a 2 class representative on behalf of the punitive TPP 3 class. 4 Are there any other qualifications 5 for MSP to serve as a class representative on 6 behalf of the punitive TPP class that you have not 7 had an opportunity to discuss today? 8 A. Other than the answers to the 9 questions posed, no, sir. 10 Q. Okay. 11 Topic 49 inquires as to MSPRC's 12 actions in furtherance of its role as a class 13 representative for the punitive TPP class. 14 What actions has MSP taken in 15 furtherance of its role as a class representative 16 for the punitive TPP class? 17 A. It has retained competent counsel to 18 represent its interests and the interests of the 19 class. It continues to monitor the litigation and 20 remain informed as to the progress and status of 21 the litigation and it will continue to cooperate 22 with counsel in pursuing the claims adequately and 23 fairly on behalf of class members. 24 Q. Okay. 25 Has MSP confirmed with any other</p>	<p style="text-align: right;">Page 176</p> <p>1 Let me start over. 2 Topic 50 asks for the scope of 3 injunctive relief demanded by MSPRC or its 4 assignors and the basis upon which MSPRC or its 5 assignors seek injunctive relief. 6 I'll start with this: Is MSP seeking 7 injunctive relief in this case? 8 MR. WHORTON: Objection. 9 Calls for a legal conclusion. 10 A. In my review of the complaint, I 11 believe there's a section in the prayer for 12 relief, seeking injunctive relief; however, I do 13 not know the scope of that and I would defer to 14 counsel. 15 Q. Okay. 16 Each of the assignments that MSP 17 is -- I'm sorry. Each of the assignments 18 assigning the claims that MSP is asserting in this 19 case covers a distinct period of time. 20 Is that correct? 21 A. From the assignments we reviewed 22 earlier, Emblem, yes, ConnectiCare, yes and I 23 believe there was no specific timeframe contained 24 in the SummaCare assignment. I think we discussed 25 that earlier, but it would be governed by the</p>
<p style="text-align: right;">Page 175</p> <p>1 third-party payors like MADA in connection with 2 this litigation? 3 A. I do not know. 4 Q. All right. 5 What about Humana? Has MSP had any 6 communications with Humana regarding claims 7 brought in this MDL related to third-party payors 8 claims? 9 A. I'm not aware of any. 10 Q. Okay. 11 A. I just don't know. 12 Q. Humana -- I'm sorry. Go ahead. 13 A. I just don't know. 14 Q. To your knowledge, has Humana 15 assigned any claims to MSP? 16 A. Not that I'm aware of. I don't 17 recall. I don't remember. 18 Q. To your knowledge, is there any joint 19 agreement in place between MSP and Humana or their 20 counsel? 21 A. I do not know. 22 Q. Topic 50 inquires as to the scope of 23 injunctive relieve demanded by MSPRC or its 24 assignee and the basis upon which MSPRC or its 25 assignors -- excuse me. I mispronounced that.</p>	<p style="text-align: right;">Page 177</p> <p>1 Assignment Agreements. 2 Q. Okay. 3 Is MSP continuing to receive 4 assignments of claims from any of those three 5 assignors on a rolling basis? 6 A. From ConnectiCare, no, from Emblem, 7 no and consistent with my earlier testimony about 8 subsequent purchases from SummaCare, no. As far 9 as on a rolling basis, I'm not sure what that 10 means, I would say no. 11 Q. Okay. 12 So would you agree that the claims 13 MSP is asserting in this case are all based on 14 past payments for valsartan-containing drugs, not 15 future payments for valsartan-containing drugs? 16 A. As framed in the complaint, that is 17 correct. 18 Q. All right. 19 MR. OSTFELD: If we could take a 20 five-minute break, I could review my notes, 21 but I think I'm done. 22 MR. WHORTON: Sure. 23 THE VIDEOGRAPHER: The time is 1:43. 24 We are going off the video record. 25 This ends media unit four.</p>

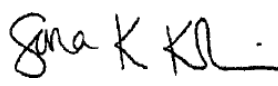
Page 178

1 (Recess taken)
 2 THE VIDEOGRAPHER: The time is 1:49.
 3 We are going back on the video
 4 record.
 5 This begins media unit five.
 6 MR. OSTFELD: I have no further
 7 questions. I'll pass the witness.
 8 MR. WHORTON: I have no questions.
 9 THE WITNESS: Are we off the record?
 10 MR. OSTFELD: Not yet. Let's pause
 11 for the moment and give any other defendants
 12 the chance to ask questions.
 13 MR. DORNER: This is Drew Dorner at
 14 Duane Morris. I don't have anything.
 15 MR. OSTFELD: Okay.
 16 THE VIDEOGRAPHER: All right.
 17 The time is 1:49.
 18 We are going off the video record.
 19 This concludes today's deposition.
 20 (Time noted: 1:49 p.m.)
 21
 22
 23
 24
 25

Page 179

1 A C K N O W L E D G M E N T
 2
 3 I, JORGE LOPEZ, hereby certify that I have
 4 read the transcript of my testimony taken under oath in
 5 my examination of April 29, 2021; that the transcript
 6 is a true, complete and correct record of what was asked,
 7 answered and said during this deposition, and that the
 8 answers on the record as given by me are true and
 9 correct.
 10 _____
 11 JORGE LOPEZ, ESQ.
 12
 13 Signed and subscribed to
 14 before me, this day of
 15 2021.
 16 _____
 17 Notary Public
 18
 19
 20
 21
 22
 23
 24
 25

Page 180

1 CERTIFICATION
 2 I, SARA K. KILLIAN, RPR, CCR, do
 3 hereby certify that JORGE LOPEZ, ESQ.,
 4 the witness whose examination under oath
 5 is hereinbefore set forth, was duly sworn,
 6 and that such deposition is a true record
 7 of the testimony given by such witness.
 8 I FURTHER CERTIFY that I am not
 9 related to any of the parties to this
 10 action by blood or marriage, and that
 11 I am in no way interested in the
 12 outcome of this matter.
 13 IN WITNESS WHEREOF, I have hereunto
 14 set my hand this 14th day of May, 2021.
 15
 16 
 17
 18 SARA K. KILLIAN, RPR, CCR
 19
 20
 21
 22
 23
 24
 25

Page 181

1 ERRATA SHEET
 2 VERITEXT/NEW YORK REPORTING, LLC
 3 CASE NAME: In re: Valsartan
 4 DATE OF DEPOSITION: 4/29/2021
 5 WITNESS' NAME: JORGE LOPEZ, ESQ.
 6
 7 PAGE/LINE(S)/ CHANGE REASON
 8
 9
 10
 11
 12
 13
 14
 15
 16
 17
 18
 19
 20
 21
 22
 23
 24
 25

[& - 423-429]

Page 1

&	71:7 72:20,23	1986 21:12,15,17	270 4:11
& 3:13,20 4:10	75:1,11,22 77:23	1997 20:24	2701 7:4
0	79:4,8 81:11	1:43 177:23	275 108:8
000152 67:13	87:24	1:49 178:2,17,20	275-276 5:11
1	1301 4:5	1st 75:1 77:22	276 108:8 115:2
1 5:8 30:23	1394 141:3	158:8 159:20	2875 1:3 6:8
1.1 81:18,20	1394-1420 5:17	2	29 1:14 113:8
10 5:20 88:2,3	14 67:15	2 5:9 67:7,11,12	156:25 179:5
106:9 167:13,16	140 5:17	85:3 97:4	29th 6:3 96:16,17
168:25	1400 142:8	2.2 85:16 86:1	113:8,13,17 157:4
100 21:4 66:20	1417 148:3	200 3:15	2:00 129:11
163:1	1420 141:3	20006 3:23	2a 98:9
1000 2:6	149 5:18	2009 75:1 77:22	2nd 2:15
10019 4:6	14th 180:14	2011 96:16 113:8	3
108 5:11	15-09-157 110:14	2012 158:8 159:20	3 5:10 89:25 90:7
10:11 44:9	117:6 138:23	2013 67:14	142:8
11 5:22 170:17,20	146:23	2014/2015 131:19	3.1 142:10
1152 68:14	150 66:20	2015 16:8,12 65:20	3.1a 142:14
1152-1172 5:9	154 67:16	2017 67:17,19	30 3:8 5:8 15:11
1153 68:14	155 67:16	68:23 69:2,16	82:5
1154 69:3 73:6	156 67:18	70:10 71:8 75:1	300 3:22
77:7	16-08-483 93:1	75:11,22 77:23	30th 94:12,17
1155 69:3 77:7	106:13,16 138:22	79:4,8 81:12	31 154:8,10
1156 69:16 81:19	146:18	87:24 96:17 113:9	33131 2:16
1158 85:24	16-11-509 68:18	113:13,17 130:20	33134 2:7 7:6
1159 79:17	89:1,5 138:13,22	156:15,25 157:4	333 2:15
117 5:12	146:13 152:20	2018 87:19 90:12	350 4:11
1172 69:17	162 157:15	90:14 93:14,16	36 33:9 34:10
11:15 89:18	167 5:20	94:13,17,19 106:5	3pps 24:3
11:25 89:17	17 85:22	108:10 112:2	4
11:26 89:22	170 5:22	152:17	4 5:11 108:3,7
12 5:23 69:16	1700 3:22	2021 1:14 6:3	110:22 112:1
172:2,6	172 5:23 67:18	179:5,15 180:14	115:2
122 5:14	17th 3:8	181:20	4.1 79:15
125 5:15	18th 156:15	20th 90:14 93:14	4.2 79:24 80:14
12:23 129:22	190 4:17	94:18,19 108:10	97:25
12:33 129:20	19087 4:12	112:2	4/29/2021 181:3
12:38 130:1	19103 3:9	2525 2:6	423 90:9
12th 67:14,17,19	19422 3:16	26 33:25 35:1,13	423-429 5:10
68:23 69:2 70:10	1983 21:11	35:17	

[424 - agreement]

Page 2

424 90:10	7	accurate 138:18	administering
425 90:10 92:22	7 5:15 125:19,22	138:19 152:6,8	44:23
95:9 103:18	79 153:14,18,24	accurately 148:21	adulterated 29:6
426 97:5	8	ace 171:7	29:14,18
4268 180:16	8 5:17 140:19,24	acknowledged	advanced 37:8
427 100:6	148:2	152:18	advantage 25:11
432 90:10,19	9	acquisition 116:9	25:14,17 26:1,22
4400 2:15	9 5:18 149:10,12	acronym 31:23	28:23 33:25 36:7
45 14:12	149:14	34:24	37:10 39:10 44:23
450 3:15	90 5:10	act 143:1,8	48:5,10 54:7 74:8
452 90:19	9:00 1:14	acted 160:18	92:7,9 161:3,8,17
47 14:14 173:11	9:09 6:2	action 5:19 6:15	161:23,25 162:6
48 173:25	9:59 44:5	57:9,24 120:16,25	advice 118:15
49 151:17 174:11	a	143:23 145:25	134:11
4th 90:12 93:16	a.m. 1:14 6:2	149:15 166:16	affiliate 164:2
106:5	ability 35:4 43:6	180:10	affiliate's 166:16
5	43:20	actions 163:3	affiliated 45:6,15
5 5:12 117:20,24	able 60:8,9 90:6	174:12,14	93:23 105:5
118:2	124:15,25 125:9	active 159:24	113:12,16 114:2
50 55:19 88:14	150:13	acts 134:13 135:7	affiliates 162:23
100:16 175:22	absolute 97:9	actual 13:21 78:21	163:4,16 166:20
176:2	access 39:14,20	85:9 97:5 100:22	166:24 167:2
51 14:14 165:2	162:16	145:11	168:17,22
52 151:20	accommodate	addendum 80:16	affirmatively 60:8
53 67:14	10:6	80:21,23 81:3,8,13	60:9
59 151:18 152:8,11	accompanied	addendums 81:11	afforded 121:5,14
5th 152:17	80:21	addition 26:23	ago 58:19 76:10
6	accompany 70:1	140:16	122:8
6 5:4,14 122:16,20	accomplish 75:21	additional 73:21	agree 22:17 29:21
6.1 83:20	80:15	80:5 81:15 114:7	34:3,10 105:14
600 4:17	accomplished 91:6	114:13 125:10	164:10 168:16,21
605 157:15,17	93:8	address 6:25 22:1	169:1 177:12
606 157:15,17	account 70:20	139:15,16,17,22	agreed 100:17,25
607 157:18	accounting 21:10	139:24 140:4,8,8,9	agreement 35:1
63105 4:18	138:9	152:7,10,12,13,13	43:16,16,17,18
65 152:16	accounts 140:13	adequately 22:12	61:17,25,25 62:1,3
67 5:9 153:13	142:23	174:22	62:10,12,23,24,24
154:7	accuracy 118:11	administer 6:13	65:6,10 67:18
68 151:19 155:7,10	119:1	administered 25:3	68:9 69:10,12,15
155:22		25:16	69:19 70:2 71:10
			71:18 75:24 76:4

[agreement - assert]

Page 3

78:18,21,24 79:3 79:16 80:12,21 81:14,18 82:25 83:4 84:11 85:5,8 87:4,16,18,21 88:13 90:11,13,18 91:5,20,21,22 93:3 94:12,15 95:9 96:8 97:6,21 98:22 100:7,21 101:4,11,12,16,17 101:21,22 102:1,7 102:8 103:6,8,21 104:23 105:3,8,19 105:22,23 108:23 109:7,7,12,13,14 109:14 110:8 114:11,15,16,17 114:19,22 116:18 116:22 132:22,25 133:6,10,11,17,23 141:1,7 143:21 144:19 146:9 147:1 148:12 153:7 175:19 agreements 18:18 43:25 54:23 61:2 61:5,6,9,11,12,13 61:14,16 62:17,19 63:3,5,9,12 67:12 70:3 71:8 72:6,15 73:12 91:13 94:5 94:5 109:3,21 110:2 117:2 147:2 177:1 agrees 35:10 ahead 13:23 44:2 86:18 129:14 157:14 175:12 aim 10:3	albertson 3:21 align 112:7 aligned 22:15 aligns 76:22 allegation 120:16 allegations 24:4 120:24 150:10,12 151:20,24 152:4,5 166:16 alleged 32:1 34:22 allegedly 33:10 alleges 155:22 allow 119:15 136:24 allowable 53:10 allows 70:17 amanda 3:17 amend 119:24 amended 5:18,23 11:19 126:18 140:25 149:15,20 150:6,6 151:17 172:7 amendment 101:4 amendments 72:2 94:1 110:7 american 171:7 americas 4:5 amount 87:10 102:14,24 103:4 111:2 155:13 158:9,13 159:21 amounts 34:22 49:5,19 50:1,11 121:22 155:11,11 analysis 41:21 132:23 analyzes 132:9 analyzing 64:3 andras 2:18	answer 9:10,12,22 10:7,24 11:1,17 12:24 27:11,23 28:17 37:4 42:7 43:23 48:1 49:12 49:15 51:2,3,17 52:11 63:10 71:21 73:16 82:14 102:25 103:14,17 111:8,8,16 128:8 128:10,13 159:8 160:12 163:24 169:21 173:16 answered 24:15 36:9 37:1 41:10 41:16 59:18 62:21 99:21 100:1 122:7 137:15 149:8 158:16 160:21 179:7 answers 8:24 13:13 119:12 123:16 174:8 179:8 anticipate 116:24 anybody 11:11 125:13 appear 98:10 169:3 appearances 6:17 appears 34:6 74:5 85:4 94:14 101:23 appellate 168:9 applicable 75:5 applied 25:9 appoint 166:19 appointed 21:21 22:4 apportioned 144:19,23,24 145:1	apportioning 70:19 approach 54:9 approved 152:19 153:9 approximate 15:7 66:18 approximately 15:9,11 16:8,12 65:20 66:19,20 approximation 166:2 april 1:14 6:3 16:8 16:12 90:12 93:16 106:5 179:5 areas 20:25 arising 57:9,24 61:23 69:22 77:21 97:17 143:23 arrangement 56:1 arrived 153:21 article 79:24 83:19 85:3 142:8,9 asher 4:13 asked 24:15 36:9 37:1 41:10,16 59:18 62:21 99:21 100:1 137:15 149:8 158:16 160:21 168:15 173:14 179:6 asking 42:9 67:22 150:19 169:18 asks 174:1 176:2 aspect 63:21 164:14 aspects 144:17 145:3 assert 27:7 35:16 36:5,14,15
---	---	---	--

[asserted - attention]

Page 4

asserted 31:16 72:1,5,14 87:2 94:2,8 106:17 108:20 117:7 161:22	146:22 148:17 149:1 154:13 156:24 157:5 162:11 175:15	100:7,18,21 101:21 105:16 106:4 108:6,9,11 108:14,22,24 109:4,14 110:3,7,8 110:10,13,17,19 110:21 111:25 112:1 113:6,22 114:4 115:2,3,6,8 116:14 131:1 152:19 153:8 176:24 177:1	27:7 33:4,8,9 35:17 36:7 38:25 42:12,17,24 43:21 54:14,20 56:10,16 56:16,22 58:22 61:3,10 63:14 64:23 66:24 67:1 76:25 92:4 136:5 144:9 153:13,25 153:25 154:11 155:12 159:12 160:13 161:6,17 162:10 165:3 171:13 172:25 175:25 176:4,5 177:5
asserting 18:5 26:14,19 31:15 32:25 33:3 38:7 38:10,18 68:4 71:4 75:14 90:25 91:15 161:7,16 176:18 177:13	assignee 24:11 25:25 35:13 68:4 68:17 92:22 158:19 160:10,16 175:24	assignments 14:23 17:15,24 18:4 26:24 32:4 38:11 53:15,23 54:11 55:2,10 58:9 60:16 63:15 66:5 66:10 68:9 71:16 72:2 88:25 89:6 91:6 92:19 93:22 94:1 106:2,17 109:9 111:13 112:22 117:6 137:22 143:24 176:16,17,21 177:4	assigns 77:14,19 associate 61:11,25 62:1 associated 76:25 142:24 association 61:24 assume 9:23 35:9 138:16 assumed 161:25 assumes 157:9 assuming 95:23 138:17 assure 7:24 attach 71:15,18 attached 80:17 101:11 attachment 101:15 attention 31:19 73:4 97:4 100:5 118:5 120:1,12 121:17 125:2 126:1,22 127:25 142:7 153:12 165:17
asserts 31:21 32:1 32:8,9	assignment 18:18 32:10 38:15,20 43:16 53:16,20 54:22 55:15,16,22 56:5,11 57:4,8,12 57:14,22 58:12,17 59:5 60:1,22,25 61:1,6,21 62:23 64:21 65:11 67:2 67:9,14,16,22 68:12,13,16,19 69:2,6,8,11,22 70:2,4,11,23 71:9 71:10,13,15 72:21 75:20,22 77:4,6,8 77:11 78:3 79:17 79:20,21,25 80:1,3 80:10,15,16,20,23 81:2,3,11 82:9 85:12 87:24 88:1 88:11,12 90:4,10 90:11,12,13,16,18 91:5,8,19,21 92:1 92:18 93:3,9,13,16 94:12 95:9,16 96:4,4,8,12,16,22 97:5,9,14,20,25 98:1,2,8,11,17,22	assignor 32:5,11 33:13 43:7 54:23 54:25 55:6,11,18 56:12,24 57:3,7 58:23 64:25 65:14 68:17 80:5 84:20 86:4,8 92:3,10,19 98:10,14,21 99:2,5 99:12,16 115:9,13 115:18,23 149:7 159:6 161:2	
asset 131:7			
assets 70:18,20 130:25 131:3,10 131:10 136:25 137:17,21 138:1 138:13 140:16 142:24,25 143:15			
assign 54:5 57:19 58:7,16 70:14 80:6 90:25			
assigned 26:14 36:22 38:1,8,19 56:9,21,22,23 57:21 64:11 68:3 69:8 70:25 72:8 72:17 73:7 74:25 75:6,10 83:25 84:1,3 88:8,21 93:14,17 94:8 96:3 97:17 100:23 102:17 103:24 106:13,20 107:21 108:18 109:21 113:11,15,21,24 114:1,8 132:15 136:6 138:12 140:16 146:12,17			
		assignor's 83:1 assignors 18:17 20:1 26:4,18 27:3	

[attorney - called]

Page 5

attorney 8:12 10:9 10:16 11:7 27:13 27:25 28:19 attorneys 2:5,14 3:4,14,21 4:4 audio 7:15 aurobindo 3:14 authorized 6:13 avenue 2:15 4:5 aware 31:12,17 32:13,14,17 38:17 63:3 84:10 91:12 109:2 120:4 125:4 128:2 175:9,16	175:24 176:4 177:5,9 bates 67:13,15,17 68:13 69:3 73:5 85:18,19,23 90:9 90:19 108:8 141:2 bearing 69:2 90:9 141:2 bears 108:8 beg 161:5 beginning 77:22 123:24 begins 44:12 77:6 78:9 81:19 130:4 142:8 148:2 178:5 behalf 12:24 19:6 19:12,25 21:22 22:5 25:21 26:4,5 33:3 35:16 36:6 36:14 38:4 46:23 64:19 71:5 77:20 79:12 91:1,15 94:24 95:1 97:16 106:18 143:22 144:12 153:14 161:16,23 162:5,9 171:13 172:22 173:3 174:2,6,23 belief 110:16 116:17 believe 39:10 47:17 50:21 51:2 58:8 59:6,19 73:1 82:10 84:8 85:21 87:19 88:5,22 93:8 96:10 99:17 101:15 102:23 106:12 109:9 110:1 113:2 116:11,20 118:1 118:10 123:3	138:10 153:7,9 167:5 172:11 176:11,23 believes 27:18 28:11 bell 3:16 belong 162:13 belonged 162:19 belonging 62:14 beneficiaries 38:4 51:16 52:5 77:20 97:16 beneficiary 160:19 benefit 38:19 benefits 25:6 38:21 121:5,14 124:10 127:8 143:23 best 9:6,11,18 59:6 73:1 79:9 81:6 84:7 85:7 87:17 93:5 102:10 109:16 133:3 153:6 better 82:16 131:6 beyond 15:19 81:15 170:16 bill 147:8 billed 147:7 binding 13:15 birth 137:9 bisgaard 4:10 bit 7:16 14:6 53:15 78:6 95:14 101:7 104:17 105:11 129:3 130:6,12 151:17 blackwell 4:16 block 4:13 72:25 79:5	blood 180:10 blue 3:16 blurry 104:11 board 11:15 boilerplate 78:15 booked 138:1,5 bottom 77:6 101:7 break 7:23 10:3,5 10:8 44:3 89:11 89:16 128:25 129:3,8,12,16,20 177:20 breaks 10:2 briefly 21:7 106:1 brisbois 4:10 broad 38:10,14 57:8,22 58:12 60:19 74:12,16 96:12 99:6,11,18 broaden 66:9 broader 17:22 58:5 74:6 brought 11:23 175:7 buchanan 3:20 bulked 144:19 business 21:10 61:11,24,25 62:1 63:21 130:22 132:6 135:5,22,23 137:1
b			c
b 5:6 83:20 baa 62:2 bachelor's 21:9 back 28:5,6 34:16 38:23,25 41:24 44:10 70:10 72:20 81:17 83:10 89:16 89:23 103:10,18 104:22 105:11 111:22 130:2 131:17 148:7 167:6 178:3 background 21:8 54:3 bank 140:13 based 29:9 30:2 32:4,9 45:16,25 48:21 54:13 62:18 86:9 90:15 98:17 123:14 152:3 154:16,18,21 177:13 basically 104:4 basis 55:17 86:9 116:1 153:17 162:3 164:17,22			c 2:2 3:1 4:1 97:12 101:21 120:13 121:18 123:25 126:22 179:1 c2 121:3 call 159:7 called 69:7 91:19 91:21 137:8 155:8

[calling - claims]

Page 6

calling 130:15	148:18 161:7	characteristics	70:4,5,6,14,15,24
calls 23:7 24:10	163:12 165:17	27:17 28:10	71:4,25 72:4,8,13
25:24 34:13 35:21	169:14 171:5	characterization	72:17 73:7,22,24
36:12,13 37:2	176:7,19 177:13	73:13 171:15,24	73:25 74:6,7,7,12
39:7 41:4,17 42:2	181:2	charged 41:19,23	74:13,20,25 75:6
42:5 49:1 84:25	cases 5:20 133:22	charlie 2:8 10:20	75:10,14,17,22,24
136:19 137:6	135:8 162:22	chart 151:6,8	75:24 76:3 77:8
143:17 159:2	165:8 167:10,18	155:7,11	77:10,14,19,19
160:7 161:20	categorizations	check 103:11	79:17 80:7,10,16
169:17 170:2	34:4	131:17	81:4,4,15,21 82:1
176:9	category 98:22	checks 147:20	82:2,6,9,11 84:1,3
camera 11:12	cause 57:23	chime 129:2	85:12 86:10 87:2
capable 46:22	causes 57:9 143:23	cipriani 3:13	87:8,18,20 88:21
capacity 8:6,7	caution 27:11	circumstances	88:25 90:25 91:14
11:7 12:2 46:12	caveat 173:6	43:3 98:20 115:12	92:23,25 93:14,17
capital 107:17,25	ccr 180:2,18	153:4	93:22 94:1,8
caption 142:1	center 39:15	claim 12:4 40:21	95:10,14,15 96:3
captioned 141:21	centers 25:9	59:7 73:23 74:3,4	97:15 98:8,10,13
142:2	certain 26:15 54:6	108:19 111:9	98:14,22 99:1,2,5
capture 73:24	62:6 70:17,18,19	130:17 157:4,5	99:8,11,14,14,18
96:8,11	120:5 151:7	159:15	100:23 102:17
care 39:14,15,20	certainly 7:22	claiming 29:13	103:8,22,24
carondelet 4:17	9:16 114:10	claims 5:24 12:3	104:20 106:14
carried 36:17	117:18	12:10,17 18:5	107:12,16,21
casada 20:11	certificate 137:8	26:3,14,18 27:7,18	109:4,22 110:8,14
134:19	certificates 53:3	27:20 28:11,13	112:5 113:11,15
case 9:17 10:19	certification 35:5	31:15,16,20 32:1,1	113:21,23 114:2
11:5 12:18 14:22	166:19 180:1	32:8,9,24 33:3	114:14,15 115:9
16:25 17:12 18:5	certified 1:19 34:9	34:21 35:13,16	115:13,18,23,24
19:3 21:21 26:9	35:14 36:20	36:6,14,15,22 38:1	116:10,16 131:24
26:20 27:8 29:11	166:25 168:5,6	38:2,7,10,14,15,18	132:8,10,11,16,20
31:15 34:10,20	certifies 35:10	40:7,15 46:13	132:21,24 134:4
38:8 68:4 70:5,6,6	certify 36:4 179:3	47:2,10 54:5,10,11	136:5 138:13
81:7 85:13 86:3,4	180:3,8	56:9,21,22,23 57:9	140:16 141:2,7
88:9 90:25 91:4	challenged 66:24	57:10,10,16,19,23	146:12,17,22
91:15 94:2,8	67:1	57:24 58:6,12,15	147:7 148:17
100:14 106:18	chance 178:12	58:21 59:4,8,22,25	149:1 151:7
117:14 130:9,23	change 148:8	60:2,4,5,10,15,18	153:19 154:13
132:19 137:18,20	181:4	60:20 61:22,23	156:24 159:4
141:10,23 146:2	changed 96:3 97:1	63:19 64:4 68:3	161:7,16,22 162:8
146:11,14,16,21		68:19 69:9,22	162:11 169:7

[claims - connecticare's]

Page 7

171:6 172:8 173:6 174:22 175:6,8,15 176:18 177:4,12 clarification 23:24 clarify 9:18 19:21 45:14,18 133:12 class 5:19 21:21,22 22:5,6,9,10,11,14 22:16,17,19,23,24 22:25 23:13 24:3 25:20,21 26:19 27:19 28:12 34:8 34:11,21 35:3,4,5 35:10,14,16 36:1,4 36:5,15,20 37:6 41:13,22,25 49:8 49:21 50:5,16 60:15 99:8 149:15 157:19 158:5,24 159:5 161:15 162:4,5,13,19 163:3,5 164:21 166:16,19,20,24 166:25 168:5 169:14,20,23 173:13,13,19 174:2,3,5,6,12,13 174:15,16,19,23 classes 50:13 157:17,24 158:2 168:6,10 clause 73:5,20 74:23 77:5 78:8 83:11 95:8 96:14 100:7 103:19,19 104:25 112:4 113:5 clauses 74:24 clear 64:15 clearly 71:3	cleary 4:23 10:16 10:25 11:6 104:15 cleary's 10:22 client 27:13,25 28:19 83:21,23 86:3 close 173:17 cms 161:24 codes 156:8 collect 121:21 collected 59:9 125:7 collectively 92:10 college 21:8 column 156:20 come 27:6 40:6 47:4,17 89:16 comes 47:3 165:17 commenced 93:6 145:25 comment 62:25 commission 181:23 commitment 35:15 commitments 36:5 common 139:1,21 162:17 communicated 18:16 communications 175:6 companies 3:21 164:6,12 169:2,8 169:12,13 company 92:5 130:25 132:1 136:23 141:1 142:21,25 144:7 compel 43:6,20	compensation 55:17 56:1 85:4 85:10 87:5,12 88:7,18 89:1 100:16 101:1 102:6 113:24 116:9 competent 174:17 complaint 5:19 14:21 23:8,17,22 24:5 26:2 29:5,10 30:2,6,13,15,20 32:2 38:12 75:17 149:16,20,22 150:1,3,16,18,23 151:3,5,18 152:16 158:1 170:7 176:10 177:16 complaints 71:16 complete 179:6 completed 9:11 comply 35:24 37:5 composition 22:23 23:25 compound 35:19 concerning 120:14 120:23 concludes 178:19 conclusion 23:7 24:10 25:24 29:4 30:5,7 34:13 35:21 36:13 37:2 39:7 41:4,17 42:2 42:6 136:19 137:6 143:17 151:7,9 159:2,8 160:7 161:20 169:17,19 170:2 176:9 conditional 73:11 conditions 48:4	confer 103:11 confidential 62:13 111:13 141:22 142:3 confidentiality 61:12 62:10,12 102:24 confirm 13:24 118:1 122:8 156:9 167:7 confirmed 118:11 174:25 conflict 102:11 conflicted 22:18 conflicts 102:6 connecticare 18:6 18:25 26:22 27:7 32:6 36:23 37:9 44:19 45:7,23 47:2 48:6,11,15 49:6 50:2,12 51:6 51:14 52:15,22 53:11,22 56:5 58:15,16 59:24 60:4 63:8,9 107:22 108:5,19 109:5,8,21 110:3,9 110:14,17,21 111:13 112:12,18 113:1,11,15 115:12,19,23 116:6,19,25 117:7 117:13 125:24 128:2,21 137:23 146:22 154:21 176:22 177:6 connecticare's 27:17 28:10 47:15 50:19 51:20 52:5 53:4 116:10
--	---	---	--

[connecticut - court]

Page 8

connecticut 154:22	118:12 128:13 153:19 157:18 158:1 176:23	contracts 64:22 91:13 109:3	157:2 158:15,17 159:16 160:5,20 160:25 161:18 176:20 177:17 179:6,9
connection 10:23 33:4 42:18 43:21 51:7 63:14 65:1 71:10 72:7 74:8 76:4 80:11 82:9 86:10 87:2,8 91:14 102:2 109:22 111:9 114:23 117:13 120:5 121:23 132:24 133:17 134:15 135:23 137:23 147:9,21 153:2 173:7 175:1	containing 24:7,18 25:22 27:1,5 32:4 33:11 34:23 38:3 45:2,8,13,22 49:7 49:20 50:4,15 52:17 53:12 60:5 60:11 155:24 156:2,10 158:9,14 158:20 159:22 177:14,15	contractual 17:7 43:18 73:12 contributing 147:15 control 83:6 conversational 7:18 cooperate 64:25 65:15 83:1,21,24 84:20 105:5 174:21	corrected 119:13 126:18 correction 22:21 123:22 correctly 59:22 71:12 100:20 118:19 143:13 cost 41:9 51:6,22 53:10 147:15 171:12,20 costs 23:1 145:18 147:21
consented 152:18 consideration 55:9 55:14,21 56:4 78:4,8,10,14,17,22 80:9 85:8,11 87:11 88:2 100:6 100:11,12,18,21 100:22 101:12 102:7,16 103:5 106:8 116:6 consistent 22:15 160:11 177:7 consists 67:12 consolidated 5:18 149:15 consult 10:9 11:4 111:17 consulted 14:24 consults 54:20 contact 122:13 125:16 128:18,21 contain 11:16 61:6 62:11 78:3 82:25 contained 33:8 38:11,14 84:11	contains 61:21 73:6,21 85:4 101:16,18 103:21 105:4 167:9 contaminated 155:23 156:1 contemplated 143:7 content 103:13 contents 15:3 context 66:6 contingency 116:8 contingent 86:2,5 86:7 87:7 102:5 continue 37:5 84:6 105:11 174:21 continues 77:7 174:19 continuing 77:4 79:25 80:3 98:1,2 151:19 177:3 continuously 21:16 contract 81:25 87:15 99:16 contracted 99:13 161:24	copy 172:6 coral 2:7 7:5 21:12 corporate 8:7 12:2 12:22 14:1,19 16:1,10,17 17:4,7 46:12 corporation 4:4 46:23 92:6,8 correct 10:21 11:8 22:6 26:16 27:1 33:6 37:11 38:5 38:16 39:5 44:21 46:15,16,19,20,24 46:25 54:14 64:13 64:18 71:2 77:24 86:14,19 91:24 93:19 94:25 95:3 96:1 97:11 106:19 113:10 119:2 122:11 123:16 131:25 132:5 133:24 136:8 138:15,16 140:10 141:10,11 149:25	counsel 10:19 14:25 15:3,4,15 16:10,10,17,18 17:4,4 18:16 22:13 27:23 28:17 35:24 36:17 37:7 75:18 103:1,11,16 111:18,24 118:15 119:5 123:12 126:11 134:10,11 134:15 135:7 146:1,2 151:10,13 154:5 156:5 169:19 172:22 174:17,22 175:20 176:14 counsel's 22:1 counsels 6:17 count 66:13,17,18 154:8 course 9:15 119:17 173:5 court 1:1,20 6:7 6:11,19 7:14,20

[court - description]

Page 9

8:25 12:6 28:4 35:10 149:19 152:14 166:15,18 168:9 courtroom 8:21 covenant 64:24 covenants 78:13 cover 61:13,16,17 80:4 coverage 24:22 25:1 53:4 coverages 52:6 121:5,14 124:10 127:8 covering 58:12 75:24 121:7,23 172:16 covers 57:15,15 61:18 176:19 creation 98:21 current 16:4 62:3 82:3 141:6 148:5 152:13 165:4 currently 15:21 21:2 88:20 99:14 169:24 170:10 171:19 cuts 85:18	63:24 64:3 69:22 80:5 81:21 82:1,2 82:4,7,9,11,15,20 103:22 104:21 114:10 116:16 132:8,10,24 134:2 134:3,4 153:20 173:6 database 54:18 162:16 date 69:2 72:22 74:25 75:4,5,25 77:15 79:7 94:11 94:14,16,19 96:18 96:23,24 103:16 106:5 110:9 112:2 113:6,8,21 114:3,7 114:13 130:19 148:11 156:18,18 156:20,21,22 181:3 dated 67:14,16,19 68:23 69:15 79:4 90:12,13 108:9 152:17 dates 77:21 81:16 97:17 131:23 david 2:9 davis 4:7 day 8:1 9:15 17:8 17:8 131:17 179:14 180:14 181:20 days 82:5 dba 135:1 dc 3:23 de 2:6 dealing 82:25 84:5 debts 143:13 december 156:15	decertified 168:10 decisions 19:11,25 declaration 118:7 118:22 123:5 126:2 decline 111:16 declines 65:14 deemed 80:6 defendant 49:20 158:12 160:1 defendants 31:14 49:7 50:3 120:16 120:24 169:2 178:11 defer 35:24 36:16 37:7 47:23 75:18 131:21 132:3 153:20 154:4 155:18 156:5 158:1 169:19 173:8 176:13 deferred 55:17 56:1 86:5,7,9 87:5 87:11 88:7,14,17 88:25 100:16 101:1 102:5 113:24 116:8 defined 23:21 92:10 159:18 170:16 defines 96:15 defining 95:17 definition 34:11 35:5 73:6,10,21 74:12,19 95:10,13 95:18,24 96:2 98:10 99:5,6 112:5,6 158:1,2,5 169:20 170:7,16 definitions 157:18	degree 21:9,11 delaware 70:16 76:13,18 131:22 136:14,21,22 142:18 deliver 83:24 demand 175:23 176:3 demonstrated 95:22 denied 166:18 department 64:7 64:11 departmentally 64:10 depend 41:18 43:15,24 depending 54:24 55:6 deposed 8:3 deposition 5:23 6:4 11:19 15:5,15 16:2 32:18 53:17 62:19 67:24 76:1 90:22 108:16 119:9 123:2,15 126:15 141:13,17 149:23 151:6,25 165:3 172:7,10 178:19 179:7 180:6 181:3 describe 14:17 18:14 85:11 described 15:19 34:9 41:13 116:5 116:19 124:16 describes 86:1 describing 15:2 description 5:7 81:21 120:3 125:3 128:1
d			
d 5:1 143:20 179:1 d'lesli 4:7 damages 30:22 34:21 35:16 36:6 36:21,22 121:7,24 daponte 2:9 data 45:17,25 46:3 46:9,13 47:10 54:10 57:10,10,16 57:25 61:19,20,20 61:23 62:5,7 63:11,13,19,20,24			

[designate - efforts]

Page 10

designate 136:24	122:13 125:16	108:12,18 137:8	155:24 156:1,2,10
designated 13:4	128:18,22 174:7	141:4,16,21 142:2	158:21 160:19
13:15,18 14:19	discussed 18:17	149:14 150:9	162:1 177:14,15
16:1 68:20 70:18	63:6 98:13 114:11	153:10	duane 3:3 178:14
76:15 166:24	116:22 173:20	documentation	duly 6:21 180:5
172:15	176:24	103:23	duration 15:7
designation 137:9	discusses 61:18	documents 15:18	96:25
detail 67:21	69:21	42:11,17,25 43:7	e
151:22	discussing 130:7	43:11 48:22 53:17	e 2:2,2 3:1,1 4:1,1
details 68:10	131:14 139:15	53:21 63:13 64:21	5:1,6 6:21,21 7:2
125:10	142:11 154:1	67:10,23 68:3,12	7:3 120:2 122:10
determine 64:3	discussion 100:17	69:25 70:3 72:6	125:2 127:25
determined	115:15	72:15 75:20,21	179:1,1
148:25	discussions 15:3	84:1 90:5,9,18,21	earlier 18:20
developed 120:6	54:11 93:6	91:12 94:4 108:6	41:13 44:13 76:8
128:6,7	dismissals 163:20	108:15 141:25	77:9 79:19 81:15
different 70:20	dismissed 163:8	142:4,5	82:24 85:6 90:17
88:16 95:14 96:11	163:17 164:3	doing 130:10	91:19 92:18 95:15
100:13 110:25	165:21 166:6	dorner 3:10	98:7,13 100:9
differentiating	dispenses 40:25	178:13,13	113:20 116:22
130:11	dissolved 148:11	dose 159:25	136:7,13 138:21
difficulty 9:1	distinct 131:10	double 103:10	143:5 149:21
42:25	176:19	downstream 34:1	150:2,16 155:9
digit 85:18	distinguishes 74:3	34:25 35:11	157:1,16,23 167:4
digits 148:19	distributed 158:11	drafted 128:8	168:15 172:24
direct 16:25 31:19	159:23	drafting 150:17,23	173:14,22 176:22
142:7 150:11	district 1:1,2 6:7,7	drew 3:10 178:13	176:25 177:7
directing 73:4	12:5,6,6 171:6	drug 24:22 25:1,4	early 38:24
97:4 100:5 118:5	division 59:21	29:14 41:20,23,24	earned 21:9,11
120:1,12 121:17	document 1:9 31:4	156:8 158:9,14	east 4:11
125:2 126:1,22	31:9,22 60:25	159:22 171:21	easy 7:18
127:25 153:12	61:1 69:1,4,14,18	drugs 23:2,4,5,8	echo 7:16
directly 16:22	71:1,14 72:21,22	24:7,18 25:22	economic 5:18
40:25 93:7 103:23	73:15,17 74:15	26:6 27:1,5 28:24	30:22 149:15
135:11	77:17,25 79:6,12	29:2,3,8,9,25 30:9	educational 21:8
directs 134:14	80:15 84:8,10	30:20 32:4 33:11	effect 43:18
disclose 62:13	85:15,17 86:20	34:23 38:3 40:21	102:10 104:12
discovery 5:8	87:15 90:11,13,24	45:3,8,13,22 47:10	efficiency 71:20
14:24 31:5	91:5,21 95:25	49:7,21 50:4,15	71:23
discuss 12:15 54:9	100:2 101:4 104:5	51:14 52:17,24	efforts 21:4 42:16
103:1 111:23	106:20,22 108:9	53:12 60:5,11	121:21 127:17

[efforts - exclusion]

Page 11

134:15 eight 14:9 96:23 118:6 123:5 126:2 172:20 either 17:11,15 43:3 45:5 46:22 60:22 103:9 109:17 110:7 157:3 electronic 63:19 emblem 18:6,25 26:21 27:6,18 28:11 32:6 36:23 37:9 44:19 45:12 45:22 47:2,21 48:6,11,15 49:12 50:2,12,24 51:7,15 51:21 52:11,15,22 53:4,11,21 55:20 55:21 56:2 58:6,7 58:17 59:12,13 60:1,3 63:2,4 89:9 90:4 91:1,7,15 92:4,14 93:22 94:6 96:5 98:18 98:25 100:10,14 100:23 102:17 103:7,22 105:4 106:14,18 107:21 108:23 109:7,8,13 110:18 111:9 112:6,11,18,25 113:7 115:19 116:2,21 117:1,12 122:22 123:24 125:3,15 128:18 137:23 146:17 154:18 156:15,24 176:22 177:6 employed 15:21 16:5,6 45:5 46:21	64:7 employee 21:3 44:14 employees 44:16 46:19 135:16 employer 16:4 20:13 enable 84:1 encompass 57:13 74:7,13,16 99:18 133:9 encompassed 75:16 84:14 encompasses 73:10 154:12 encompassing 73:23 ends 44:7 89:20 129:24 177:25 enforceable 143:14 engaged 146:1,3 engagement 147:1 147:2 enrollees 38:4 51:16 52:5 77:21 97:16 99:12 153:14 enrolls 154:24 155:4 enter 61:2,10 111:20 entered 31:13 43:17 55:16 64:23 69:20 91:13 133:1 133:11 entire 57:16 71:18 104:1 entities 12:14 18:4 18:10 19:2 26:15 26:23,24,25 32:24	32:24 33:14,20,23 33:25 34:2,10,25 35:12,14 37:17,22 38:1 39:3,3 43:7 44:24 45:3 46:4 48:23 49:20 53:24 54:5 62:18 66:12 76:11,22 92:12,22 93:11 94:7 105:5 107:23 130:7 132:13 135:12 137:3,13 140:12 140:15 143:10 154:24 155:3 158:6,19 161:2 169:24 170:10 entitled 1:18 68:16 103:4,6,7 entity 12:9 19:6 31:24,24 34:19 46:15,18 62:3,5 64:16 67:3 71:3 76:9 87:25 88:9 89:2 93:23 95:20 106:3,14 113:12 113:16 114:3 130:9,13,13,14,16 130:23,24 131:9 131:13,15 132:8 132:15 134:6,14 134:24 138:2 140:3 141:9,12 142:18 143:7 158:23 160:5,17 163:14 entity's 140:8 enumerated 101:13 errata 181:1 especially 9:4	esq 1:12 2:8,9,17 2:18 3:10,17,24 4:7,13,19,23 179:11 180:3 181:3,18 essence 62:2 69:10 137:9 essentially 76:20 78:15 establish 71:14,16 100:16 established 70:16 76:16 78:18 135:3 136:10 137:7 149:6 estimate 153:18 evaluates 132:9 evaluating 61:20 event 65:14 evolved 16:18 exact 55:23 56:7 66:13,16 exactly 9:7 examination 5:3 6:23 179:5 180:4 examine 169:20 examined 6:22 157:12 example 54:18 138:12 examples 39:13 61:5 exception 152:7 exchange 7:14 85:12 exclude 34:20 60:8 excluded 59:4 98:8,11,13 172:22 exclusion 58:10,20 59:7,16 60:14,22 99:7,10 115:8
--	--	--	--

[exclusions - formal]

Page 12

exclusions 59:14 exclusive 155:14 excuse 55:18 61:4 175:25 execute 81:10 executed 72:22 79:7 86:20 94:16 94:16 106:4 112:1 execution 94:20 exemplar 155:8 156:14 exercise 105:2 exercises 144:11 exhibit 5:8,9,10,11 5:12,14,15,17,18 5:20,22,23 30:23 33:8 67:7,11,12 80:17,17,19 89:25 90:7 101:21 108:3 108:7 110:22 112:1 115:2 117:20,24 118:2 122:16,20 125:19 125:22 140:19,24 148:2,2 149:10,12 149:14 156:22 167:13,16 168:25 170:17,20 172:2,6 exhibits 5:7 69:15 70:1 102:1 105:22 exist 20:20 64:4 110:2 existence 20:23 171:11 existing 77:14 exists 136:14 152:23 expenses 23:1 expert 136:20 expertise 29:13 157:13	expires 181:23 explain 10:25 25:19 68:11 69:4 80:2 136:15 explanation 118:18 extent 27:12,24 28:18 30:15 32:19 40:19 47:1 48:20 63:19 75:16 84:13 102:4 118:24 123:8 126:10 140:7 142:1 143:7 160:9,9 169:11 f fact 5:13,14,16 14:22 18:21,23,24 19:1,5,8 101:20 117:12,15,25 118:10,12,21 119:4,8,11 120:2,8 122:21,25 123:10 123:11,14,21,25 125:24 126:6,9,12 126:14,23 172:25 173:2 facts 13:9 120:5,7 123:10 125:6,10 126:6,11 128:5,7 157:9 159:14 166:13 170:4,12 failed 84:20 failure 166:6 fair 9:13,24,25 60:23,24 73:13 88:15 99:9 157:25 165:14,15 169:8 fairly 22:12 174:23 fall 27:4 34:11	familiar 8:16 31:9 33:13,18,20 42:16 48:14 53:3,10 152:21 167:11,22 170:23 171:5,10 familiarity 43:2 familiarize 13:8 family 39:24 106:25 far 61:20 91:21 165:18 177:8 fashion 112:20 fast 83:14 fda 29:6 155:23 156:1,9 fdr 34:24,24 fdrs 35:1,1 federal 73:12 feel 119:12 123:16 fictitious 134:25 135:2 fields 63:24 fifth 74:23 file 19:11,25 149:20 filed 6:6 14:22 29:10 135:3 149:19 162:23 163:4,15 168:17 168:21 financial 40:20 144:17 145:3 162:1 financially 6:15 41:20 find 104:24 fine 104:17 fingertips 66:17 finish 10:7 71:21 finished 159:25	firm 1:10 2:5 4:23 6:9,12 10:17 11:3 11:4 20:12,16,18 134:19,23,25 135:6,10,16,22 146:14,19,24 first 6:21 7:2 16:22 21:13 34:1 34:24 35:11 44:3 54:2 68:10,13 81:20 90:11 120:4 139:9 140:1 148:15 152:14 156:14 167:17 five 14:10 44:3 120:1,13,18 123:24 126:23 177:20 178:5 floor 7:5 florida 2:7,16 7:5 21:12,18 76:13,17 132:1,4 171:6 focused 21:4 follow 172:18 followed 156:12 following 14:2 51:16 122:12 125:15 128:17 follows 6:22 forgive 85:16 104:13 163:11 form 13:5,10 15:24 21:24 26:12 34:5,22 37:14 39:6 43:14 47:6 54:15 64:5 65:2,8 65:16 66:2 78:16 80:20,23 81:2 110:23 136:2 formal 16:16
--	---	---	---

[formality - health]

Page 13

formality 106:11 formality's 88:4 formally 17:25 format 63:24 formation 66:12 131:23 formed 65:21,23 66:5 130:16,18 131:15 134:24 formularies 48:14 forth 35:5 72:6,15 74:25 77:8 94:6 101:3 102:5 110:22 111:25 113:22 114:14,15 116:18 120:7 142:9 180:5 forward 83:12 found 29:6 62:12 65:7 foundation 30:11 48:25 112:14 146:7 147:4,12,24 149:4 163:23 164:19 four 14:10 34:17 34:18 79:24 130:4 177:25 fourth 73:20 96:14 113:5 framed 177:16 frank 20:11 front 11:18 13:23 31:2,4 85:10 fulbright 4:3 fulfill 35:15 36:4 fulfilling 35:25 full 5:20 41:24 167:18 fullest 143:7	fully 9:16 47:16,22 function 64:10,17 funded 47:16,22 further 124:8 178:6 180:8 furtherance 174:12,15 future 55:19 80:10 81:3 177:15	go 13:23 38:23,24 44:2 54:1,4 67:20 70:10 78:7,20 80:17 83:10 86:18 103:10,18 104:22 106:1 111:22 120:17 129:11,14 131:17 144:13,14 146:1 148:7 167:6 170:16 175:12 goal 79:19 100:15 going 6:2 7:16 9:8 9:23 12:8,11 31:1 31:19 33:12 44:6 44:10 47:12 54:1 58:5 67:10,20 70:10 81:15,17 83:14,15 85:3 89:19,23 105:9,12 108:25 117:23 122:19 125:21 129:3,11,23 130:2 130:5 140:21 141:20 151:16 161:13 167:15 168:13,18 170:19 172:5 177:24 178:3,18 good 6:1 7:8,11 9:21 10:11 78:14 128:24 129:21 130:10 150:4 govern 102:8 governed 176:25 governing 142:9 greater 32:7 66:19 92:8,13 green 168:4 greenberg 2:13 greg 7:9 129:7	gregory 2:17 ground 8:15 group 27:3,4 32:6 39:14,20,25 92:5 92:13 guess 66:21 128:25 129:4 guessing 131:19
	g		h
	g 6:21 7:2 179:1 gables 2:7 7:5 21:12 garage 107:17,25 gather 42:17 gathering 42:11 general 16:10,17 17:4,8 54:3 63:5 63:18 68:11 73:6 73:24 74:3,5,12 84:15 95:15 137:19 165:9,11 generally 32:19,21 54:16 56:16 58:11 61:13 62:22 70:5 79:22 91:10 102:15,18 104:3 111:7 112:24 165:15 171:10 gentlemen 10:12 georgetown 21:10 gestures 9:1 give 8:24 15:10 104:3 111:8 119:20 124:15,25 127:13,22 168:19 178:11 given 9:4 10:1 152:13 179:8 180:7		h 5:6 135:1 half 15:10 hallway 161:13 hand 180:14 handle 17:6 144:17 happen 13:23 148:16 happened 165:24 166:3,9 happy 10:6 hate 73:16 health 18:6,25 27:6 28:21 32:6,6 32:7 36:23 37:9 44:19 45:22 47:3 47:9 48:6,11,15 49:12 50:2,12 51:7,15 52:11,15 52:22 53:11,21 55:20,21 58:6,7 59:12,13 60:3 62:4 63:2,4 89:10 90:4 91:1,7,15 92:4,5,7,13,13,14 93:23 94:6 96:5 98:18,25 100:11 100:23 102:17 103:7,22 105:5 106:14,18 107:22 110:18 112:6,11 112:18,25 113:7

[health - insured]

Page 14

115:19 116:3 117:1,13 122:22 123:25 125:4,16 128:18 146:17 154:18 health's 27:18 28:11 45:12 47:21 50:24 51:21 53:5 healthcare 3:5 39:4,8 40:6,14,20 40:23 41:14 43:1 54:10 95:21 held 70:24 116:25 117:1 131:10 hereinbefore 180:5 hereunto 180:13 highlighted 168:4 historical 81:21 82:1,6,8 history 112:22 165:3 hold 107:21 129:12 131:9 holder 117:6 holding 130:24 holds 46:9 88:21 89:6 106:16 130:25 131:3 home 154:25 172:4 honestly 20:5 136:11 139:24 hopefully 31:2 hour 10:3 15:9,10 89:10 129:5,9 household 158:10 159:23 huahai 3:5,6 humana 175:5,6 175:12,14,19	hungry 129:15 husch 4:16 hypertension 50:14 52:24 hypothetical 35:23 36:11 42:4 i identification 30:24 67:8,11 90:1,7 108:4,7 117:21,24 121:4 122:17,20 124:9 125:20,22 127:7 127:16 140:20,24 149:11,13 167:14 167:16 170:18 172:3,6 identified 28:21 30:12,20 32:23 57:10,24 62:17 71:1 92:3,22 93:1 93:3 121:10,13,18 122:1 124:3,12,19 124:22 125:12 127:1,10,19 128:14 136:7 172:14 173:1 identifies 30:16 68:16 identify 10:14 39:9,10 48:16 54:20 119:12 121:21 identifying 54:4 54:14 120:17 132:10 identities 162:12 162:18 172:21 iii 83:20 illegal 28:24 29:1 29:3,6,8,9,14,18	29:24 30:9,18 impair 35:2 implications 143:12 important 8:23 9:5 importantly 7:19 imprecise 22:3 include 17:14,23 19:11 33:23 38:15 60:20 64:24 99:11 115:24 included 18:18 93:11 154:9 includes 33:23,24 35:11 41:13 81:21 169:24 including 34:25 76:9 77:23 84:1 163:16 167:3 inclusive 60:17 155:14 incomplete 35:23 36:11 42:4 incorporate 136:23 incorporated 92:6 incurred 51:7 121:22 indicated 72:22 79:7 106:5 112:2 112:17 122:5 150:10 indicates 142:21 155:10 indirect 16:25 indirectly 16:22 135:11 individual 34:21 45:24 46:1,12 64:16 107:20	108:1 136:17,25 139:23 144:14 145:19 146:3 149:7 164:17 individually 46:23 58:22 76:16 individuals 54:6,8 64:6 120:22,23 121:9,18,25 158:6 173:1 information 11:16 19:7 27:13 28:1 28:19 42:11 62:4 62:7,14 64:7,11 83:25 103:23 111:23 118:11,25 120:22 122:9 128:13 141:22 142:3 151:1,8,9,13 informed 174:20 ingersoll 3:20 ingredient 159:24 initial 7:3,13 55:16 57:2,6,12 93:13 injunctive 175:23 176:3,5,7,12 inquires 174:11 175:22 instance 91:18 92:21 94:23 instrument 101:5 140:25 instruments 109:3 insurance 24:21 24:25 32:7 37:17 37:23 38:9,16 39:4 92:7,13 164:6,11 169:2,8 169:11,13 171:7 insured 47:16,22
--	--	---	---

[insurer - label]

Page 15

insurer 40:25 insurers 51:23 168:18,23 171:13 intended 61:16 73:23 80:4 96:8 158:10 159:22 intent 80:6 81:7 96:10 100:15 interest 16:21,24 22:14,14,15 24:2 37:6 142:10 interested 6:15 180:11 interests 22:11,12 26:3 174:18,18 internally 77:2 interpretation 100:3 interrupt 9:6 71:22 interrupting 104:14 interval 82:4 intervals 82:4 involuntarily 163:8,17 involuntary 163:20 involve 60:10 involved 17:10 18:1,3,4,12 27:14 34:19 42:21 44:23 45:2 63:20 70:3 82:15 109:4 164:14 165:13,19 involvement 18:15 42:11 63:20 involving 99:1 irrevocable 55:3 77:10,11 97:9 115:5	issuance 137:8 issue 32:5,11 33:24 56:16 72:8 85:13 103:15 148:17 153:25 154:11 161:2,6 172:23 173:4,7 issued 81:5 issues 26:2 item 118:20 j j 5:4 6:21 7:2 janow 3:24 january 75:1 77:22 158:8 159:20 jd 21:11 jersey 1:2 6:8 12:6 jeune 7:5 job 17:14,23 19:10 130:10 jocral 106:25 john 4:23 10:16 94:23 95:4 104:3 106:21 107:8 135:1 joint 175:18 jonathan 3:24 jorge 1:12 6:4 7:2 20:15,22 21:1,2 179:3,11 180:3 181:3,18 june 67:14 68:23 70:10 87:24 k k 1:18 3:22 179:1 180:2,18 keep 111:11 129:3 129:8 131:6	keeping 70:19 kept 77:2 killian 1:19 6:12 180:2,18 kind 11:14 58:5 112:19 knepper 4:19 know 8:15 9:7,18 10:1,6 20:5 37:19 37:24 39:22 40:2 41:8 52:19 53:13 55:25 60:13 74:19 75:4 76:3,6,12 79:6 83:13 87:20 87:22 91:25 92:11 93:2 96:2,7,18,25 97:19 98:3,25 99:4 101:25 102:3 102:13,25 103:4 105:18,21 109:20 112:15 113:1 114:22,24 119:6 120:6,19,21 121:9 121:25 122:3,8,15 123:18 124:2,5,11 124:14,21,24 125:6,9,12,18 126:25 127:3,9,12 127:18,21 128:5,9 128:12,23 133:16 133:19 134:18 140:14 145:23 147:6,13,14,19,20 147:25 148:4 149:5 150:5,13,24 150:25 151:12 153:1,3,17 154:2 154:10,14 155:3 155:13 156:4,7,11 156:20 157:10,10 162:11,14,21	163:3,9,10 164:4,9 164:20 165:20,24 166:5,9,17,22 167:25 168:5,9 170:25 171:2,19 172:1 175:3,11,13 175:21 176:13 knowing 136:20 knowledge 13:3,3 29:17 37:16,21 45:6,12,16,21,25 46:13,22 47:1,4 48:4,9,21 50:19 51:1 54:21 60:2,6 63:23 66:4 67:6 68:2 70:7 72:21 75:9 85:1 93:21 93:25 94:3,15 98:12 110:6,12 117:5 118:20,25 119:4 120:14 121:12,16 123:9 124:1,5 126:5,11 126:24 127:3 128:12 136:3 143:2 148:10 150:22 153:23 154:17,23 155:25 161:9 172:23 173:2,4 175:14,18 knowledgeable 145:3 known 13:9 knows 47:24 kyle 4:22 6:9 l l 6:21 7:3 145:16 179:1 la 135:1 label 67:13
--	---	---	---

[labeled - lots]

Page 16

labeled 68:13 90:9 90:19	25:24 34:13 35:21 36:13 37:2 39:7	lists 33:9	106:25 107:6,16
lack 131:5 147:4 165:21	41:4,17 42:2,6 71:3 76:10 136:15	litigants 165:4	130:15 131:14,25
lacks 30:11 48:25 112:14 146:7	136:19 137:3,6,12 143:6,10,17,21	litigation 1:5 5:21 6:6 10:23 12:5	132:7,22,23 135:8
147:12,24 149:4 163:23 164:19	159:2,8 160:7 161:20 169:17,18	17:11 20:8 32:2 33:5 42:13,18	136:14,16,23,24
laid 74:20	170:2 176:9	43:22 47:4 71:5 72:1,5,8,14 75:15	137:4 139:7 141:2
language 18:17 61:7 69:11 77:6	leon 2:6	76:5 83:2 84:21 87:3,21 102:2	141:7 151:10
78:15,23,24 79:17 79:20,21 80:1,3	letter 101:4 152:17,21 153:1,5	105:6 108:20 109:23 114:23	171:7 172:8 181:1
83:23 96:7,9 97:6 97:12,13,18,19	letters 139:9	117:8 132:15 133:18,23 134:7	llp 2:4,13 3:3 4:3 4:10,16 132:1
98:2 99:10,17 102:10 115:4	lewis 4:10	134:10,16,20 145:18 147:9,15	located 7:4
144:5	ley 135:1	147:21 149:21 153:2 161:18	lock 112:19
larger 33:16 104:7 104:10,15	liabilities 143:13	164:14 165:13 167:10,18 169:6	lodge 40:3
law 1:10 2:5 4:23 10:17 11:3 20:11	liability 1:5 6:6 106:25 132:1	171:11,22 174:19 174:21 175:2	long 16:6 20:22
20:16,18 21:14 73:12 134:19,22	136:22 141:1	little 7:16 14:6 22:2 33:16 38:24	longer 70:24 87:6 129:4
134:25 135:5,10 135:16,22 136:14	liaises 11:3	53:15 95:14 101:7 104:11,17 105:11	look 38:25 58:9 67:9 76:20 79:2
136:21 142:18 146:14,19,24	licensed 21:13,16	112:21 129:3 130:6,12 151:16	87:23 104:23 119:20 146:9
lawsuit 165:4 166:7	ligation 65:1	161:12	167:7
lawsuits 19:12,25 163:7,15 164:3,5	limitations 31:16 142:16	lizama 145:15	looked 76:10 97:25
164:11,16 165:21 166:6 167:23	limited 106:25 132:1 136:22	llc 3:6,21 5:24 12:3,10,17 16:5,7	looking 97:24 168:13
168:1,3,17,21	141:1 165:12	16:15,22 17:9,11 17:16 20:14 21:5	looks 39:2 80:24 91:4,6 94:23
le 7:4	line 181:4	44:15 45:15 46:4 46:7,9,14 47:5	95:14 98:9 101:20 113:7
learned 113:23	lines 143:5	61:19 64:19 66:8 68:17,18,19,20	lopez 1:12 5:4 6:4 7:3,8 8:3 20:15,22
leave 129:7 149:20	list 5:20,22 33:12 33:15,22 38:25	69:9,21 70:16 76:16 79:12 92:5	21:1,2 44:13 67:20 90:3,15
led 98:21 115:12	121:19 124:1 126:24 148:3,4,15	92:20,23,24 93:7	129:1,7 130:5 149:17 165:2
legal 6:10,12 17:8 21:3 23:7 24:10	148:21 155:8 156:8,14 167:10		179:3,11 180:3 181:3,18
	167:18,22 168:14 168:19,25 169:3		loss 5:19 149:15
	171:3		lot 8:15 12:9 19:7 169:6
	listed 118:3 151:6		lots 155:23 156:1,9

[loud - moved]

Page 17

loud 8:24	marked 30:23	38:16 39:10 44:23	51:17 52:18 82:17
louis 4:18	31:4 67:7,11	48:5,10 54:7	82:20 153:20
luck 148:16	89:25 90:7 108:3	73:22,24 74:4,6,8	154:4 155:18
lump 100:19,25	108:7 117:20,24	74:13,20 92:6,9	173:8
101:3,12,16,18	122:16,20 125:19	95:10,13 103:24	miranda's 157:12
116:7	125:22 140:19,23	112:5 114:1 144:8	mirror 79:20
lunch 129:3,8,12	149:10,13 167:13	161:3,8,16,23,24	mispronounced
m	167:16 170:17,20	162:5 169:7	175:25
m 145:16 179:1	172:2,5	medications 50:14	misremembering
m.d. 42:25	marriage 180:10	meet 7:10 15:4	100:9
mada 34:19,20	materials 11:22	meetings 15:8	missed 139:8
175:1	matt 4:19	member 41:22,25	missouri 4:18
madam 28:4	matter 1:18 6:5	139:4,6 148:22	misstatements
main 24:3	70:19 122:4	159:5	134:1
maintain 142:22	130:25 180:12	members 22:11	misstates 30:4
majority 164:10	matters 17:6,7,7,8	77:21 97:16 99:12	159:14 166:13
168:16,21	maximum 53:10	137:1 138:23	169:16 170:4,12
making 19:24	mayra 106:21	139:4 154:25	mistaken 85:22
managed 134:10	mckesson 4:4	155:4 158:24	model 54:13
management	mdl 1:3 6:8 175:7	162:5 169:13	moment 31:3
107:18,25	mean 71:21 99:9	174:23	33:12 35:9 54:2
manager 25:7	109:13 138:5	membership	58:19 67:21 68:10
38:19,21 95:6	meaning 95:23	139:1	76:10 122:7
106:24 107:2,5,6	115:17 142:22	mentioned 58:19	178:11
107:15,24 138:20	means 22:9 31:22	59:13 60:21 63:11	monetary 78:10
148:22	141:22 177:10	76:8 82:24 85:6	money 158:9,14
managers 107:9	meant 160:24	113:20 117:11	158:20 159:21
107:11,17,22	measures 62:6	mestre 2:4 146:15	monitor 174:19
137:1	media 6:3 44:7,12	146:24	monitoring 165:18
manages 133:22	89:20 129:24	miami 2:16 21:12	morning 6:1 7:8
134:14	130:4 177:25	middle 7:2	7:11
managing 17:10	178:5	million 153:14,18	morris 3:3 178:14
20:7 134:7	medicaid 25:10	153:24	mother 139:11,12
manufactured	73:22,24 74:4,6,9	mind 28:5 101:6	motion 36:3
158:11 159:23	74:13,20	119:20	149:19 166:19
maos 32:5,11	medical 24:21,25	minute 89:16	move 34:16 35:4
march 90:14	39:25 59:23	129:20 177:20	53:14 81:17 85:3
93:14 94:12,17,18	medicare 25:10,11	minutes 15:11	90:4 104:4 108:5
94:19 108:10	25:14,16 26:1,22	44:3 89:12	149:12
112:2	28:23 33:24 36:7	miranda 47:23	moved 104:16
	37:10,17,22 38:2,9	49:11 50:8,17	

[moving - new]

Page 18

moving 71:7 72:20	66:23,25 67:2,13	152:4,19 155:25	mutual 78:13
mracs 107:18	67:15,18 68:3,13	156:4,7 157:5	n
mso 43:1	68:17,18,20 69:9	158:3,13,19,23	n 2:2 3:1 4:1 5:1
msp 1:10 2:5 4:23	69:16,20 70:4,11	160:4,17,19,22	179:1,1
5:9,10,11,17,20,24	70:13,15,24 71:4	161:7,15 162:11	name 6:9,25 7:2,3
10:17 11:3,7 12:3	73:6 75:10,11,14	162:11,16,22	7:8 10:13 12:9
12:10,11,14,16,17	76:21 77:2,7	163:4,13,16,16	26:8 60:21 114:19
12:23 13:9,15	79:12,16 80:9,25	164:2 166:20,23	135:1,3 144:7,7
15:21,23 16:5,7,14	81:19,22 83:1,21	167:2,3,9,10,18,19	159:11,11,16
16:22 17:1,4,9,11	83:24,24 84:2,19	168:17,21 169:23	181:2,3
17:12,15,16,17	85:24 87:4,11,24	169:24 170:5,10	named 133:21
18:5,23 19:6,10	88:8,8 90:9,10,25	170:14,21 171:3,6	134:9
20:8,11,13 21:5,20	91:7,8,14 92:19,22	171:11,19 172:8	names 12:16 39:3
22:24 24:6,11,17	92:23,23,24 93:7	172:22 173:2,3,19	national 156:8
24:20,24 25:3,6,9	93:15,16,23 95:1,4	174:5,14,25 175:5	nationwide 157:19
25:13,16 26:8,19	95:9 97:5 100:6	175:15,19 176:6	157:19 158:5
26:24 27:6,18	103:18 105:6	176:16,18 177:3	159:17
28:11 29:10 30:1	106:2,24 107:2,6	177:13	nature 99:14
31:14,15,23 32:24	107:11,15 108:8	msp's 13:3 14:1	necessarily 118:19
33:3 35:10,13,15	108:20 109:5	20:1 22:8,22	need 7:25 10:5,9
36:3,4,21,23 37:21	110:9,13,17	23:10,25 25:19,20	33:15 83:10
38:2,7,18,20 40:5	113:12,16,21	27:16 28:9 29:16	106:22 119:13
40:13 42:24 43:6	114:2,8 115:2	36:19 41:12,25	123:16,18,22
43:20 44:14,14,16	120:6,15,17,21	86:6 137:2 153:24	151:21 172:15
44:18,22 45:1,6,9	121:12 122:13	154:9,12 157:23	needs 126:18
45:11,15 46:4,4,7	125:16 128:18,22	162:3 163:7 164:5	161:11
46:9,14,15,18,21	130:7,8,9,15,15,17	164:11,16 165:20	negotiated 52:16
47:5,5,12,14,20	130:22 131:9,14	166:5,16 169:6	52:23 58:22 98:16
48:3,8,13,20 49:4	131:24,25 132:3,6	173:15	109:9 112:8,23
49:18,25 50:10,18	132:13,14,22,22	msprc 31:20,22	113:3
50:25 51:5,13,19	133:7,7,9,21,22	32:1,8 34:18,20	negotiating 18:3
52:3,14,21 53:2,9	134:18,22,25	165:3 175:23,24	18:15
53:20 54:4,5,9,19	135:7,11,12,24,24	176:3,4	negotiation 17:15
54:22 55:9,14,21	136:9 137:3 139:6	msprc's 35:3	17:24
56:4,9,21 57:17,20	140:3,8 141:2,3,3	153:13 173:12	negotiations 93:6
57:25 58:7,16	141:7,13 142:8,22	174:1,11	98:18 112:17
61:2,19 62:19	143:21 144:11,13	multi 12:5	neighbor 42:25
63:3,9,13 64:2,12	145:19 146:3,11	multiple 7:25 22:6	never 160:18
64:16,19,23,25,25	146:16,21 148:3	52:6	new 1:2 4:6,6 6:8
65:14,19,21,25	150:20,22,22,25	mute 161:11	12:6 32:7 81:4
66:5,7,8,11,11,11	151:1,10,12,21		92:6,8,8,13 96:7

[new - okay]

Page 19

154:18 181:1 nice 7:10,11 nitrosamines 125:5 128:3 noise 161:12 nomenclature 130:11 non 22:18 37:17 37:22 38:9,16 49:20 50:3 161:16 nondisclosure 61:12 62:9 norton 4:3 notary 1:20 179:17 181:22 note 99:10 141:20 noted 6:17 178:20 notes 1:17 11:14 177:20 notice 5:23 11:19 13:22 165:2 172:7 172:9 npi 5:22 170:21,25 number 6:8 52:4 67:15 69:3 85:19 85:24 138:15,17 153:21,24 162:24 163:6 numbered 73:5 numbers 67:17 108:8 141:3 nw 3:22	64:5 65:16 66:2 78:16 110:23 136:2 objection 17:18 18:7 19:18 20:2,9 22:2 23:6 24:8 25:23 26:10 27:9 27:21 28:14 29:19 30:3,10 34:12 35:18 36:8,25 37:12 39:16 40:1 40:3,8,16 41:2,15 42:1 43:8 46:5 48:24 49:9,13,16 50:6 51:9,24 52:7 56:13,25 58:24 59:17 63:16 65:2 65:8 67:4 73:14 74:14 82:12 84:22 85:14 99:20,25 112:13 120:9 132:17 133:25 135:13,25 136:18 137:5,14 138:3 143:16 144:15 145:5,20 146:5 147:3,10,16,22 149:2 157:8 159:1 159:13 160:6 161:19 163:21 164:7,18 166:12 169:15 170:1,11 171:14,23 176:8 obligation 13:2,8 36:1 64:24 65:6 83:1,5 84:14 104:19 105:4 obligations 116:25 143:14 obstructed 104:2	obtain 42:24 obtained 55:19 86:9 obviously 103:10 occasion 15:10 occasionally 57:3 165:16 occasions 167:6 occur 81:7 occurred 88:12 october 21:15,17 offer 37:17,22 offered 48:5,10 offering 24:21,25 office 7:3 ohio 154:16 okay 7:21 9:20 10:10 11:10,21 12:12,13 18:19 19:4 20:6 21:6 23:9,16 24:13 31:11 32:16,22 33:19 36:18 37:25 38:13,22 39:13,23 41:7 43:5 44:1 45:10,19 46:2,8,17 47:11,19,25 48:19 49:3 50:9,23 51:12,18 52:2,20 53:1,8,14,19 54:12 54:17 55:1,8,13,24 56:3 57:5,18 58:3 58:18 59:11 60:7 61:8 63:1,7,22 65:12,24 66:15,22 67:9 68:1 69:13 70:8,22 71:19,24 72:19 73:3,19 74:10,18,22 76:2,7 76:19 77:3,18 78:12,19 79:1,10	79:23 80:8,13 81:9,17 82:18,23 83:13,13,16,17,22 84:9,18 85:2,25 86:15,21 87:14 88:15,23 89:9,15 91:17 92:16 93:12 93:20 94:10,22 95:7 96:13,21 97:3,23 98:6 99:23 100:4 102:12 103:2 105:11,13,17,25 106:7 107:10,19 108:25 109:11,19 109:25 110:5 111:1 112:16 113:4,19 114:12 114:18,21 115:16 116:13,23 117:4 117:10 118:1,17 119:7,22,25 121:2 122:18 123:13,23 125:14 127:24 129:18 130:21 131:2,8,20 132:2 133:5,15,20 134:5 134:21 135:4,9 136:12 137:11 138:7 139:13,25 140:2,6,11 141:19 142:20 143:19 145:13,17 146:10 148:9 150:7 151:11,15 152:2 152:15 153:11,22 154:3,6,15 155:2,6 155:17 156:6,13 156:23 157:14 159:9 160:14 161:1,14 162:2,15
o			
o 6:21,21 7:2,3 179:1 oath 6:14 8:20 179:4 180:4 object 13:5,10 15:24 21:24 26:12 34:5 37:14 39:6 43:14 47:6 54:15			

[okay - partners]

Page 20

164:1,15 165:10 165:23 166:14 167:8 168:8,24 169:22 170:8 171:18 173:10 174:10,24 175:10 176:15 177:2,11 178:15 ones 15:19 39:12 168:4 ongoing 82:3,19 operating 141:1,6 143:20 160:17 operation 135:24 operations 17:9 47:2,8 operative 14:21 150:3 opinion 30:2 118:15 opportunity 58:3 111:17 168:19 174:7 opposed 100:25 opposite 104:12 order 136:25 141:23 142:6 165:16 orders 163:25 167:7 organization 25:11 36:7 92:7,9 118:3 161:17 organizations 33:25 37:11 161:3 161:8,23 162:6 organized 17:16 originally 100:15 ostfeld 2:17 5:4 6:24 7:9,11 28:2,4 29:21 44:1 66:7	82:15 84:6 89:9 89:15 103:2 104:7 104:9,18 105:12 111:20 119:14 128:24 129:14,18 141:19 148:6 156:19 160:24 161:10,14 165:15 177:19 178:6,10 178:15 outcome 6:16 180:12 outlined 23:8 38:11 outside 19:19 20:4 20:10 21:3 24:9 27:10,22 28:16 29:20 34:14 39:17 40:4,18 41:3 42:3 43:10 47:7 59:1 63:17 67:5 82:13 84:24 120:10 144:16 145:22 146:6 147:5,11,18 147:23 149:3 155:4,15 156:3 159:3 160:8 161:21 162:20 163:22 170:3 171:16,25 overlap 75:19 oversees 134:20 overview 58:5 owed 34:22 owner 132:20 ownership 16:21 16:24 135:10 owns 26:4 71:4 144:7	p p 2:2,2 3:1,1 4:1,1 6:21 7:3 p.c. 3:20 p.m. 178:20 pa 20:15,22 21:1,2 21:4 135:1,3 pace 7:18 page 5:3,7 8:18 68:15 73:5,21 74:24 77:7,7 79:16 81:19 85:19 85:21,22 92:22 94:14 95:9 96:15 97:5 100:6 101:8 103:20,20 108:9 113:5 115:1 118:2 118:6 120:1,12,18 123:5,24 126:1,3 126:23 142:8 148:3 151:17,20 157:14 167:17,17 170:23 181:4 pages 119:16 paid 23:1 26:25 27:5 30:19 41:19 41:24 49:6,19 50:2,12 53:10 55:18 85:11 86:2 86:8 88:3,13 100:23 102:16 106:10 116:6 121:22 145:18,19 153:13 155:12 157:4 158:8,13,20 159:21 161:25 169:12 paragraph 31:20 31:25 34:16,18 78:9 81:20 100:5 102:4 104:1	151:18,19,19 152:8,11,16,22 153:12 154:7 155:7,10,22 paragraphs 157:15,17 pardon 161:5 parent 137:3 park 39:25 parkway 3:15 part 23:17 63:12 72:16 99:2 103:22 104:20 105:4 116:9 121:18 122:10 123:25 124:8,18 125:2,3 126:22,23 127:6 127:15,25 128:1 136:14 149:19 172:20 partially 104:2 participated 119:3 particular 43:15 43:24 48:17 53:7 54:25 55:6 56:11 56:23 57:16 62:24 68:15 70:12,14 71:1 88:20 91:9 92:1,25 93:10 98:16,17 100:15 101:8 131:6 137:18,20 150:12 163:25 165:7,17 167:1 172:18 particulars 58:4 59:15 157:11 parties 62:13 100:25 133:8,13 180:9 partners 139:7
---	--	---	---

[partnership - policies]

Page 21

partnership 107:1	155:14 162:7	150:19,21	134:8,9,14 141:9
party 5:12,14,15	171:21 173:7	persons 121:4,13	146:2 162:23
6:14 22:25 24:3,6	177:14,15	121:19,22 122:4	163:12 167:1
24:11,14,18 25:21	payor 5:12,14,15	124:1,2,6,9,11,15	172:8,25
26:15,25 27:4	117:25 122:21	126:24,25 127:4,7	plaintiff's 5:13,14
28:22 30:9 34:8	160:4,18 162:9	127:9 172:21	5:16
54:19 95:20	169:7	173:3	plaintiffs 30:21
117:25 122:21	payors 162:12,18	pertaining 142:4	117:12,25 135:8
160:4,18 162:12	170:6,9,15 175:1,7	152:4 171:20	150:10
162:18 170:6,9,15	pays 40:19 55:9	pertains 153:24	plan 24:20,21,25
175:1,7	pc 3:13	pharma 3:14	25:4,14,17 32:7
pass 178:7	pending 10:8 12:5	pharmaceutical	38:9 47:18 48:22
passthrough 41:9	171:21	3:4,5 159:24	50:22 51:15 52:6
patient 40:25	pennsylvania 3:9	pharmaceuticals	92:7,13 160:20,22
157:11	3:16 4:12	2:14 7:9	161:25
pattern 10:5	people 45:15	pharmacy 25:6	plans 26:1,22
pause 178:10	127:13 128:14	38:19,21	28:21,23 37:18,23
pay 26:5 48:9	percentage 52:4	philadelphia 3:9	38:16 39:4,11
55:14,21 56:4	perform 84:2	phrase 12:16 29:1	44:23 47:9,15,21
80:9 87:11 147:21	period 49:8 50:5	29:9,24,25	48:5,10 49:6 50:3
160:10,18	50:16 57:13,16	physical 139:17,22	50:13 51:21 53:5
payer 24:6,14,18	58:1,2 96:15	140:4	54:7 74:9,9
26:15,25 95:21	97:18 121:8,24	physician's 39:14	172:23 173:4,7
payers 22:25 24:3	176:19	39:20	play 47:3
24:12 25:22 26:5	periodically 10:2	physicians 39:24	plaza 4:17
27:4 28:22 30:9	periods 49:21	place 112:18	pleading 149:18
34:9 54:19 95:20	permits 136:22	175:19	please 6:19,25
payment 86:2,13	person 10:15	placed 93:10	9:17 10:14 14:17
87:16 100:11,19	46:11 79:11	plaintiff 1:6 11:9	17:21 18:14 19:16
100:25 101:3,18	124:18,21,25	12:18,25 16:25	25:19 28:2 31:3
116:7 155:23	125:11 127:16,18	17:12 18:21,22,24	40:11 49:22 56:19
156:15 157:11	127:22 134:13,19	31:24 37:4 45:9	72:10 78:6 83:12
162:1	145:2,9,14	45:17,20,24 46:14	83:17 85:10 101:7
payments 24:24	personal 8:6 13:3	46:18 64:16 66:8	101:8 105:10
25:13 28:20 32:3	30:1 45:6,11,16,21	66:11 68:21 71:17	119:15 139:20
33:11 38:3 45:2,7	45:25 48:4 50:19	77:1 88:9 118:10	plural 92:4
45:12,21 47:9	62:4 118:19,25	118:20 119:4,8,11	point 83:3,8 93:7
73:11 74:7 77:20	123:9 126:5,10	120:2,8 122:21,25	100:17 105:2
86:22 87:1 95:18	158:10 159:22	123:10 125:24	150:12 162:14
95:19 97:15 99:19	personally 42:10	126:6 130:9,23,24	policies 121:20
144:8 154:9 155:8	42:10,14,20	132:19 133:4,21	124:19 127:17

[ponce - purchases]

Page 22

ponce 2:6	151:2,24 172:10	problem 104:9	112:21 121:14
portion 104:16,23 120:7 169:9	prescribed 10:4	procedure 156:12	122:4 125:10
portions 144:22	prescription 24:21 24:25 25:4 156:16	procedures 121:20 124:20 127:17	132:23 133:13 162:17
posed 174:9	156:21 157:3	proceed 6:20	provided 24:24
position 22:19 95:4 103:4 160:16	160:19 171:21	proceeds 144:13	25:13 63:25 65:14
possess 40:6,14	presence 125:4 128:3	process 27:14 59:9	82:11 122:9 151:1
possessed 46:4	present 4:21 158:8 159:20	produce 43:21	151:10,13 153:8
possesses 62:4 124:6 127:4	press 129:15	produced 14:24 42:12 53:20 76:4	provider 39:9 40:19,23 41:19
possessions 158:7 159:19	presumably 44:18 131:21	87:21 102:1	170:25
possible 141:24	presume 49:11	109:22 114:23	providers 5:22
post 75:11,22 113:12,16 114:3	pretty 130:10	133:17 153:2	39:4 40:6,14
potential 54:20	prevails 36:3 144:12	product 41:1 128:3	41:14 59:23,23
potentially 99:18	previous 16:14 19:21 43:23 63:10	products 1:5 6:5 121:7,24 125:5	99:13 170:22
practice 20:25 21:14	96:9 105:16 111:8	128:4	provides 62:5 81:25 134:2
prayer 176:11	114:10 123:11,21	professional 1:19	provision 35:7 82:25 83:3 97:25
precise 158:2	152:12 160:12	programs 121:6 121:15,20,23	100:13 102:8
prefer 102:25	price 41:24 86:5,7 110:24 111:3,6,12	124:20 127:17	105:3,15,19
preference 111:11 129:6	111:17	progress 174:20	116:15 143:5
preferences 142:15	primary 20:25 95:20,21	prompt 119:24	provisions 84:4
prejudice 35:2	princeton 3:4	proposal 57:2,6,13	public 1:20 179:17 181:22
preparation 23:18 62:18 76:1 118:16	printout 167:17 170:20	proposed 21:22,23 22:5,6 34:8 35:3	punitive 41:22 163:5 173:13
151:6 152:24	prior 20:13 165:4	36:4 41:13 49:8	174:2,6,13,16
prepare 14:18 15:15 118:14	private 37:17,22 38:8,15 51:22	49:21 50:4,15	purchase 75:24 76:4 81:14 86:5,7
165:5	164:6,11 168:18	157:18 162:13	87:5,18,20 88:6
prepared 159:8 162:8	168:22 169:2,7,11	169:14	99:1 101:11,17,22
preparing 15:4 53:17 67:23 90:21	169:13 171:13	proprietary 62:14	101:25 102:6,7
108:15 119:4,9	privileged 27:13 27:25 28:19	prosecute 166:7	103:6,8 105:19,23
123:1,15 126:15	probably 72:11 128:24 129:10	prospective 80:16 81:4	109:14 110:24
141:17 149:22	134:9,17	protect 62:7	111:3,6,12,12,16
		protective 141:23 142:6	114:15
		provide 43:7 81:22 82:1,3,8	purchased 88:17
		103:22 104:20	purchases 29:17 30:8,16,17,19 40:7 40:15,24 177:8

[purpose - recovery]

Page 23

purpose 80:2 132:10 171:2	178:7,8,12	101:10 102:9,13	106:6 108:2
purposes 8:18 102:24 103:13	quick 87:23 119:20	102:14,15 105:20	109:16 110:4
pursuant 70:16 99:15 133:23 144:18 146:25	quickly 8:1,17	105:24 109:6	112:3,8 113:18
pursue 111:22 132:21 135:8 143:22 159:15 162:8	quote 130:20	110:15,20,24	115:20 117:18
pursued 58:11 59:8,10,20 99:15	r	111:5,7 112:24	133:3 141:8 151:4
pursuing 174:22	r 2:2 3:1 4:1 6:21 7:2	114:9,20 115:14	153:6 165:9,12
pushing 129:9	raised 26:2	116:11 117:15,17	record 6:2,18 7:1 10:14 13:22 28:6 31:21 44:6,11 67:12 85:23 89:19 89:24 90:8 103:3 103:14 105:7 111:14,21 129:23 130:3 140:24 141:20 157:9 159:14 166:13 169:16 170:4,12 177:24 178:4,9,18 179:6,8 180:6
put 13:21	range 74:25 75:4,5 96:18,23,24 102:16,18,21 103:5 111:5,7,12 113:6,8 114:3	122:12,14 125:15 125:16 128:17,19 128:22 130:18 131:16 133:2,8,10 135:2,18 136:11 141:24 146:8 148:6,19 150:5 151:5,8 152:23 153:4 163:6 164:23,23 167:5 175:17	recorded 6:4 records 77:1 131:18,22 132:4 138:9 142:22 recover 36:21 84:2 132:15 171:12 recoverable 132:11 recoveries 59:20 144:18 145:12 recovers 144:13 recovery 1:10 2:5 4:23 5:24 10:17 11:3,8 12:3,10,17 16:5,7,15,22 17:5 17:9,11,16 19:11 20:8,11,14 21:5 43:17 44:15 45:15 46:4,7,9,14 47:5 47:13,14,20 48:3,8 48:13,21 49:4,18 49:25 50:10,18,25
q	ranges 114:7,13	141:24 146:8 148:6,19 150:5 151:5,8 152:23 153:4 163:6 164:23,23 167:5 175:17	
qualifications 25:20 142:16 162:4 174:1,4	ratified 152:19 153:9	recalled 23:5 155:23 156:1,9	
qualified 82:14	reached 168:24	receive 63:14 88:14 177:3	
question 9:8,10,12 9:19,22 10:8 17:21,22 19:16,20 19:21,22 27:12,24 28:3,5,8 40:10 43:24 49:23 56:19 66:6,9 72:10 81:9 82:16 104:22 105:1 109:1 111:16 128:25 140:1 150:4 151:23 160:23 169:22 170:13 173:14,25	read 28:6 29:4 30:5 33:15,17 151:21 163:25 179:4	received 41:24 48:22 63:12 64:3 66:12	
questioning 172:17	reading 28:5 29:10 30:2	recess 44:8 89:21 129:25 178:1	
questions 9:16 11:17 12:24 39:1 47:12 103:17 172:18 174:9	reads 31:20 34:18	recitation 88:4,5 106:11,12	
	ready 90:4	recites 88:1 106:8 142:14	
	really 16:16	recognize 67:22 90:20 108:11 125:23 141:4 151:23	
	reason 70:13 71:8 163:10 181:4	recollection 59:7 62:22 73:2 79:9 81:6 84:7 85:7 87:17 91:16 93:5 101:19 102:11	
	reasons 163:19		
	rebates 52:16,23		
	recall 23:14,20 39:21 50:20,25 51:8,16 55:23 56:7 57:21 58:1 59:3,13,15,21 65:22 71:12 74:21 75:23 87:13 88:19 92:2 93:9 94:9 96:6 97:22 98:4 98:19 100:14,24		

[recovery - request]

Page 24

51:5,13,19 52:3,14 52:21 53:2,9 54:9 55:19 57:17 61:5 61:5,19,22 62:23 64:2,12,19 65:1,10 65:19,21,25 66:8 66:11 67:1,18 68:9,17,18,20 69:9 69:10,12,15,19,21 70:1,11,13,15,25 71:9,18 78:18,20 78:24 79:2,12,16 80:21,25 81:18,22 82:24 83:21,24,25 84:2 85:5 86:9 87:7,24 88:8 91:7 91:8,20,22 92:19 92:23,24,24 93:7 93:15,17 95:2,5,10 95:13,19 103:24 106:2,24 107:3,6 107:12,15 110:13 112:5 130:8,15,17 131:1,14,24,25 132:3,6,14,22,23 133:7,9,22 134:19 134:22,25 135:7 135:11,24 139:6 141:2,7 150:23 151:1,10,12 152:20 153:7 163:17 167:3,9,19 168:22 171:6 172:8,22 recovery's 170:21 171:3 redacted 102:23 reduce 104:6 refer 12:10,11,15 reference 58:2 78:5,7 83:19	95:17 97:15 162:17 referenced 34:1 152:22 155:9 references 78:13 80:14 152:17 154:8 referencing 79:25 referred 26:16 62:2 86:3 94:11 156:19 referring 12:17 23:15 39:19 56:15 66:7 95:16 141:13 144:1 refers 31:23 86:4 95:18 reflect 100:22 142:17 143:9 148:21 reflected 46:13 87:16 155:11 156:22 refreshed 117:18 refused 84:20 regard 162:9 regarding 5:8 31:5 31:14 125:10 145:3 175:6 regardless 99:13 registered 1:19 76:12,17 registration 76:21 76:22 regulations 121:6 reimbursable 33:11 95:18 reimbursed 30:8 40:24 51:15 reimbursement 32:3 34:23 36:22	38:2 40:7,15 57:23 58:13 61:22 73:11 95:19 114:2 144:8 171:20 reimbursements 171:12 relabeller 159:25 related 6:14 26:21 34:2,25 35:11 60:17 67:3 94:7 109:8 112:12 115:24 172:23 173:4 175:7 180:9 relates 1:9 relating 83:25 103:23 relation 12:4 relationship 54:13 92:11 112:25 113:2 136:16 relationships 54:7 54:8 relied 118:14,25 123:12 relief 176:3,5,7,12 176:12 relieve 175:23 rely 126:11 relying 11:17 165:9 remain 168:6 174:20 remedies 65:13 remember 98:20 102:22 109:18 111:2 175:17 remind 7:22 reminders 7:25 remote 9:4 remotely 1:20	repackager 159:25 repeat 17:20 19:15 28:2 40:10 49:22 56:18 72:9 repeated 97:20 rephrase 139:20 rephrasing 72:11 replacement 51:14 reporter 1:19,20 6:11,19 7:14,20 8:25 28:4,7 152:14 reporting 181:1 repository 54:19 represent 7:9 22:11,12,13,23,24 23:11 24:1,2 26:2 36:1 37:6 149:17 158:3 169:23 170:6,15 174:18 representations 104:24 representative 8:7 12:3,23 14:1,20 16:2 21:22 22:5,9 22:10,18 25:21 26:19 30:1 161:15 162:4 163:5 166:21,25 173:13 173:20 174:2,5,13 174:15 representatives 27:19 28:12 35:4 80:24 represented 10:19 representing 21:5 represents 146:11 146:16,21 request 43:11,12
--	--	--	--

[require - ruiz]

Page 25

require 43:13	98:10,14,21 99:1,2	29:23 30:14,25	161:4,8 165:1
requirements	99:5 115:9,13,18	31:3,8,18 34:7	168:12,24 169:5
121:6	115:23,23 174:17	36:2,24 37:20	169:10,14 171:9
reserve 103:15	retainer 146:9	39:15 40:22 42:8	172:4,12 173:24
111:22	retains 143:21	42:15,22 43:19	175:4 177:18
residual 87:6	reveal 27:12,25	45:19 47:5 48:23	178:16
resource 162:17	28:18	52:10 56:8 57:11	rights 57:23 58:10
respect 11:9 14:2	revenue 144:18	58:4,14 60:18	58:13,20 61:22,22
22:19 23:13 33:7	review 18:22,23	62:8,15 64:9,14,20	89:1 113:25 131:1
47:8,9 51:22	19:8 39:2 45:16	65:5 68:7,22,25	131:1 142:15
71:25 72:4,13,17	48:22 58:4 118:21	69:24 71:5 73:10	143:22 148:25
94:7 107:20 110:2	119:15 123:14	75:8,13 76:23	ring 7:16
131:24,25 134:3	126:14 133:10	77:16 78:2,15	rise 153:5,10
145:10,11 163:11	141:16 150:2	79:14 83:15,17,18	risk 40:20 41:20
168:3 173:6	152:3,24 165:8,16	83:22 85:20 86:11	162:1
respectfully 9:8	168:20 176:10	86:25 87:5,7,9,12	rivero 2:4 146:14
respective 50:3,13	177:20	88:7,8,14,18 89:4	146:24
51:21 132:14	reviewed 13:17	89:7 90:3 91:3,10	road 4:11 7:5
response 50:19,24	14:21,22,23 15:18	91:23 93:18 95:25	roberto 145:15
121:18 122:9	18:21 19:1 23:17	97:6,10 98:24	rodriguez 107:8
responsibilities	32:20 53:16,23	101:2,8,14,24	role 10:22,25
12:22 17:3,14,23	67:23 75:25 84:16	102:20 103:15	15:23 68:11
19:10 23:12 72:7	90:21 97:13	104:18 105:9,10	150:17,23 174:12
72:16 94:6 173:12	108:15,24 117:11	107:14 111:10,22	174:15
173:15,18	117:19 118:10,13	113:9 114:6,25	roles 132:14
responsibility	118:14 119:8	115:21 117:22	rolling 103:20
19:14,17 95:22	123:1 126:9	120:20 126:21	177:5,9
responsible 19:24	149:22 150:2,14	128:16 130:5	romanette 144:1,6
20:7 64:2 134:6	151:5,24 156:8	131:4 132:12,20	romeo 139:12
restated 140:25	172:9 176:21	134:12 135:19	room 10:12 11:6
restricted 141:21	reviewing 11:16	136:4,7 137:25	11:11,15
142:2	119:11 126:17	138:11,17,25	rooney 3:20
restrictions	reviews 132:9	139:8 140:9,22	rose 4:3
142:16	revisit 103:15	141:15 142:13	roster 165:8
result 69:9 136:24	rid 38:23	143:15,21 144:11	roughly 109:10
results 165:18	right 7:4,7 8:10,14	145:8,24 146:20	rpr 180:2,18
resume 129:20	10:20 11:25 12:19	148:1,14,18	ruggieri 3:17
retain 22:13 59:25	13:12,24 14:16	149:24 152:9,25	ruiz 94:24 106:21
60:4	15:1,13 16:3,20	154:16 155:21	106:21 107:8
retained 58:21	18:2 23:3 26:7,9	157:1,7 158:18,21	135:1
59:4 60:3,10 98:7	27:15 28:25 29:7	158:25 159:12	

[ruiz's - services]

Page 26

ruiz's 95:4	scroll 72:24 78:6	166:19 169:23	68:18,18,19,20
rule 7:23	79:5 83:7 84:7	171:12,20 176:6	70:12,14,15,16,18
rules 8:15 121:5	94:13 105:7,10	176:12	70:20 71:1 75:11
run 8:16 84:19	119:15 123:18	seeks 22:23,24	76:9,9,15,22,24,24
runs 69:16	151:16,22 168:13	23:11 24:1 158:3	76:25 87:25 88:10
s	168:18	170:5,5 173:11	88:19,20 89:1,5
s 2:2 3:1 4:1 5:6	scroller 83:6	seen 31:10 167:20	91:7,9 92:23,25,25
181:4	scrolling 101:6	segregate 70:17	93:8,10,15,18
safety 62:6	se 2:15	136:25	94:24 106:2,13,16
sake 88:4	second 15:11 73:5	segregated 131:5	107:12,16,18,20
sandra 107:8	90:12 95:8 104:3	select 27:6	107:23 108:1
sara 1:18 6:11	112:4 115:1 150:6	selected 75:5 92:1	109:5 110:13
180:2,18	secondary 169:7	96:19	117:6 130:17
sartan 32:4 33:11	secretaries 76:14	self 47:16,22	131:4,4,6,11,25
34:23	secretary 131:18	sense 90:17	136:7,9,13,14,16
saw 95:15 97:8	131:22 132:4	sentence 154:7	136:17,23,25
104:20 157:1	section 79:15,24	sentry 3:15	137:3,4,10,12,21
saying 163:13	80:14 81:18,20	separate 53:20	138:8,13,21,22,22
says 102:7	85:16 86:1 97:4	68:8 70:21 71:9	139:2,5,14,21,23
scenario 123:7	120:2,13 142:10	74:19 75:24 76:3	140:7,12,15,17
scope 19:19 20:4	142:14 176:11	76:10 80:9 91:8	141:2,7 142:10,14
20:10 24:9 27:10	secured 66:5	91:20,22 101:4,10	142:18,23,23,24
27:22 28:16 29:20	security 62:6	101:17 109:6	142:25 143:6,10
34:14 39:17 40:4	see 7:12 35:7	110:13 114:16,17	143:14,15,22,24
40:18 41:3 42:3	72:25 73:8 74:1	116:18 131:7	144:8,12,14,20,22
43:10 47:7 57:3	75:2 76:21 78:21	136:7 137:3,12	145:1,19 146:4,12
59:1 63:17 67:2,5	80:18 81:23 83:4	138:9 142:15	146:17,23 147:14
82:13 84:24	90:6 95:11 97:18	143:6,10 144:20	148:3,10,15,17,22
120:10 144:16	98:1 100:12	144:22 145:1	149:1,6 152:20
145:22 146:6	103:25 104:5	147:1 149:6	157:6 158:23
147:5,11,18,23	118:2 119:23	160:15	171:7 172:8
149:3 155:15	122:23 126:17	separately 76:13	serve 21:21 25:20
156:3 159:3 160:8	143:25 144:4,5,6	138:1,6 142:24	27:19 28:12 162:4
161:21 162:20	153:15 156:17	147:8	174:1,5
163:22 167:7	157:21 160:2	september 96:16	served 16:17
170:3 171:16,25	seeing 23:20 32:14	96:17 113:8,8,13	service 77:22
175:22 176:2,13	seek 23:13 144:8	113:17 152:17	97:17 133:23
screen 31:1,6	169:6 170:15	156:25 157:4	156:20
38:24 68:16 85:18	176:5	sequence 90:15	services 25:10
90:5 104:16	seeking 21:20 22:4	series 5:24 12:3,10	40:21 84:2 92:5
140:21	36:21 149:19	12:17 17:16 66:11	95:21

[servicing - specifically]

Page 27

servicing 132:22 132:25 133:6,13 133:16 set 10:4 26:24 35:5 47:11 57:25 85:17 98:12 101:3 110:21 111:25 113:21 114:14,15 116:18 120:7 133:4 137:7 180:5 180:14 sets 63:11 74:24 77:7 142:9 147:7 setting 9:4 72:6,15 94:5 102:5 settled 164:17,21 seven 14:7 36:6 share 31:1 90:5 93:17 139:21 140:21 sharing 51:22 116:15 171:12,20 sheet 5:13,14,16 14:23 18:21,23 19:5,8 117:12,25 118:10,12,21 119:4,9,12 120:2,8 122:21 123:10,12 123:15,21,25 125:24 126:7,9,12 126:14,23 172:25 181:1 sheets 18:24 19:1 117:16 123:1 173:2 shoes 159:6,11 160:12 shortened 71:16 shortly 62:16 show 33:12 62:16 62:25 67:10	117:23 122:19 125:21 167:15 170:19 172:5 showed 169:4 showing 31:6 108:6 140:23 149:13 shrugs 9:1 side 165:13 signature 72:25 79:5 94:13 118:6 119:16 123:4 126:2 180:16 signed 80:24 81:8 94:24 95:1 106:23 118:9 179:13 significant 148:8 signing 117:15,17 118:21 signs 79:11 similar 43:23 58:17 59:19 60:1 97:14 98:2 104:19 105:2,15 108:23 109:7,13,18 110:18 111:8 112:6 116:21 117:1 123:11,21 173:25 similarly 28:22,23 simpler 71:14 169:22 simplicity 12:8 simply 9:17 95:24 111:20 130:25 simultaneously 100:24 singular 92:10 sir 7:12 11:24 13:11 15:17,20 20:17 21:18 31:7	43:24 48:2 51:4 52:13 64:1,13 84:17 88:22 93:24 110:11 111:19 115:7 116:4 118:23 122:6,24 124:17 125:8 126:13,20 127:5 127:11,14,23 141:14 146:8 148:13 154:20 158:22 161:9 167:12,21 170:24 173:5,23 174:9 sit 111:15 126:18 168:2 169:21 situated 28:23 situation 84:19 six 96:23 size 104:6 skip 157:14 slightly 7:17 slower 7:17 slowly 83:7 smith 4:10 solco 3:5 sold 41:23 158:11 159:24 solutions 6:10,12 somebody 161:10 somewhat 99:11 sorry 17:20 19:15 19:20 38:23 39:18 49:22 56:18 66:24 67:16 72:9 86:18 101:17 105:20 120:15 128:20 139:8,16,19,19 144:21,24 175:12 176:17	sort 16:18 58:20 sought 42:24 sounds 9:2 source 128:9 sources 121:22 south 3:8 7:4 southern 171:6 speak 7:17 8:1 speaking 79:22 speaks 37:3 73:15 73:17 74:15 85:15 95:25 100:2 specific 23:21 26:18 31:15 49:5 49:19 50:1,11 57:13,25 58:9 60:14 63:24 78:10 87:13 99:7 102:14 110:19 131:16,23 133:8,12 137:22 149:1 151:20 157:11 162:24 163:6 165:8,18 176:23 specifically 32:9 37:19 39:11 42:19 60:17 65:18,22 74:8 75:7 92:15 92:24 96:20 97:22 98:4,23 102:19 103:1 105:24 109:18 111:4 113:1 114:9,20 115:14 120:11,19 122:6 124:7 127:14,23 130:18 133:2 134:18 135:2,18 153:20 154:2,14 156:5,11 160:11 163:24 164:9 166:22
--	---	--	--

[specifically - summarize]

Page 28

167:5 171:1,8,17 specifics 41:5 specify 71:14 speculation 36:12 42:5 49:1 84:25 speculative 35:22 speed 14:6 83:14 83:15 105:9 spoken 15:14 sponsor 24:20 spot 128:25 st 4:18 stake 135:11 standalone 69:7 71:9,13,15 79:21 80:1 91:19 92:17 92:18 108:21 116:14 standard 55:5,7 55:10 57:2,6 77:9 standardized 54:22 56:10,23 standing 71:14,17 132:21 165:21 start 17:22 66:1 68:12 82:6 91:17 107:5 123:8 130:14 150:8,15 151:17 176:1,6 starting 21:8 56:17 119:19 151:18 state 6:25 23:21 73:12,18 76:14,17 76:17,21 83:20 103:3 114:3 131:18,22 132:4 154:25 155:4 157:20 159:7 stated 78:10	statement 29:8 111:21 138:18 states 1:1 6:7 31:25 73:18 77:17 78:1 83:23 143:6 153:13 154:8,10 158:6 159:19 172:21 status 167:25 174:20 statute 70:17 136:22,24 stenographic 1:17 6:18 step 112:19 159:5 159:10 steps 160:12 stipulate 142:3 stipulated 35:15 36:5 stipulation 5:8 31:5,13 32:12,20 32:21 33:8 34:17 35:25 36:16 37:3 37:5,8 stop 83:17 101:8 105:8,10 stores 3:6 132:8 street 3:8,22 stretch 172:5 stricken 166:15 structurally 145:11 structure 91:25 sub 124:8,18 125:3 126:23 127:6 128:1 172:20 subclass 21:23 159:17,18 162:13 162:19	subclasses 22:6 23:11,14,20,21 24:1,4 157:17,19 157:20 subject 23:1 25:25 122:4 124:15 141:23 142:5 submitted 18:24 19:2,6 subparagraph 98:9 subparagraphs 14:9 subrogation 58:10 58:20 59:10,20,21 subscribed 179:13 181:19 subsection 83:20 97:12 120:3,13 121:3,19 122:10 123:25 143:20 subsequent 81:11 87:4,18 88:6,24 93:16,22 153:8 177:8 subsequently 41:23 75:10 substance 120:15 120:23 substantive 78:22 sue 143:21 144:12 sued 159:11 169:25 suffered 30:21 suggest 129:12 suing 26:8 170:10 suit 144:13 suite 2:15 3:15,22 4:11,17 suited 27:19 28:12	sum 55:23,25 56:2 56:6,7 87:13 88:2 100:19,25 101:3 101:12,16,18 116:7 summacare 18:6 18:25 26:21 27:6 32:8 36:24 37:10 44:20 45:23 47:3 48:1,6,11,15 49:15 50:2,12 51:3,7,15 52:12,16,23 53:11 53:21 55:15 57:19 57:21 59:3,10 60:3 62:20 67:24 68:5 69:8,12,20 70:24 71:5 72:7 72:16 75:9 80:25 81:10,22 82:1,8 85:11 86:12,23 87:7 89:6 90:16 92:17 95:16 96:4 96:22 97:8,13,14 97:24 103:8 104:20 105:16 107:21 113:20 114:1,8 117:12 118:1,3 120:4 122:13 137:24 146:12 152:18 153:7,9 154:16 176:24 177:8 summacare's 27:17 28:10 51:21 53:5 55:15 70:4 82:3 87:5,11 88:7 88:14,17,25 113:24 114:4 120:15 138:12 summarize 21:7
---	---	---	--

[supplement - titled]

Page 29

supplement 123:17	talk 9:6 53:14 130:6,6	121:4,20 124:9,19 127:7,16 165:5	thought 59:14 100:10
supplemented 119:13	talked 33:10 64:22 98:7 130:8	testifying 8:20 12:2,22	three 14:7,10 18:10,12 19:2
supplied 119:1 122:9	talking 85:20 136:6 154:12	testimony 1:11 30:4 100:10	26:23 32:5,23 33:9,23 56:15
supply 120:23	157:16	121:13 122:3	67:12 69:25 76:24
support 132:23 134:2,3	technician 4:22	124:14,24 127:12	85:22 92:12 100:6
sure 8:17 19:23 23:14 39:8,11	technology 63:21 64:7,11 134:3	127:21 134:1	102:5 107:24
40:12 41:5 47:24	tell 7:13 47:15,21	142:4 152:24	108:1 118:2
48:18 49:24 50:8	49:5,19 50:1,11	173:22 177:7	121:19 124:18
51:11 52:1,9,18,25	51:6,14,20 52:4,15	179:4 180:7	127:15 129:24
56:20 62:5 75:18	52:22 85:19 91:22	teva 2:14 7:9	136:5,6 137:21
83:9 89:13 104:5	105:8 110:20	text 104:10	139:2,9,14,21
119:17,21 138:5	115:11 136:21	thank 9:21 21:19	140:12,15 147:1,7
160:22 173:17	162:24 164:13,25	78:7 101:9 104:8	148:15,16,22
177:9,22	ten 33:24 44:3	thereabouts	153:25 154:11
suspect 49:2 125:11 155:1	89:11,16 129:20	131:19	161:2,6 172:20
swear 6:19	135:20	thing 11:18 31:22	177:4
swedesford 4:11	tend 8:1	58:20 88:13	tier 34:1,24 35:11
sworn 6:22 152:14 180:5 181:19	tenth 7:5	170:14	tiffany 2:18
system 82:3	term 73:23 84:15	think 47:12 50:21	time 6:18 10:6
t	100:21 116:15	53:6 79:19 90:3	15:12 44:5,9
t 5:6 179:1	131:6	103:9 108:22	57:14 58:1,1,2
take 10:2,5,8 15:11 33:12 44:2	terminated 148:11	113:22 119:17	66:23,25 81:5
87:23 89:11,15	terms 37:7 43:25	122:7 130:10	86:17,19,19 89:18
128:25 129:16	48:4,9 51:20 53:3	149:21 176:24	89:22 96:15 97:18
146:9 148:20	54:23 62:11 73:22	177:21	107:1 109:10
167:6 177:19	78:4 85:5,10	thinking 71:12	112:9,19,23 118:9
taken 1:18 6:5 44:8 62:7 89:21	95:23 110:16,18	third 5:12,14,15	129:22 130:1
98:3 129:25	110:20 116:17,21	5:18 22:25 24:3,6	133:4 140:1
174:14 178:1	142:9 165:11	24:11,14,18 25:21	162:14 176:19
179:4	territories 158:7	26:15,25 27:4	177:23 178:2,17
takes 134:10	159:19	28:22 30:9 34:8	178:20
	testified 6:22	54:19 69:14	timeframe 176:23
	44:13 81:14	117:25 122:21	times 15:4,6 94:12
	136:13 149:21	149:14 150:5	166:3,15,18,23
	167:4	151:17 160:4,18	title 16:9,11,14,16
	testify 11:2 13:2	162:12,18 170:6,9	16:18 132:20
	13:18 14:18 29:16	170:15 175:1,7	titled 61:1 108:9
			140:25 149:14

[titled - valsartan]

Page 30

156:20 167:18 170:21 today 8:1,8 10:13 10:19 11:2,17,23 12:2,9,15 13:14,19 14:1,20 15:5,16 23:18 31:10,12 32:18,25 53:17 62:19 67:24 89:5 90:22 103:13 106:16 107:3,7,8 107:16 108:16 111:15 117:5 119:9,13 123:2,17 126:15,19 130:7 141:17 148:5,23 149:23 151:25 152:24 154:1 165:6 168:2,6 169:21 172:10,17 173:21 174:7 today's 8:18 76:1 178:19 told 8:2 top 83:11 168:4 topic 14:2,4,9,12 165:2,6 172:20 173:11,11,25 174:11 175:22 176:2 topics 11:20 13:4,9 13:14,17,24 14:2,7 14:14,18 172:14 172:19 total 96:25 136:9 towers 142:15 tp 32:10 35:3 159:17 173:13 174:2,6,13,16 track 70:19	tracked 69:11 138:6,13 transaction 71:11 75:21 91:5 transactional 17:6 transactions 18:15 transcribe 8:25 transcribing 9:1 transcript 1:17 179:4,5 transfer 61:19 69:21 80:5 transferred 57:17 57:25 transfers 82:4,16 82:20 traurig 2:13 true 82:19 179:6,8 180:6 trust 106:23 trustees 106:20 trusting 138:14 try 7:17,22 39:13 72:11 129:15 trying 104:10 ttps 159:18 turn 83:4 turning 115:1 two 14:4 15:6 18:10 42:24 44:12 68:8 71:7 89:20 90:8,18 91:5 92:22 93:2 94:5 107:9,17 108:9 112:22 113:6 121:9 124:8 127:6 127:7,9 129:5 132:13 133:14 144:6 164:24 167:5 168:3	type 32:10 types 61:14 typical 65:13 typically 54:24 55:2 57:7,13 59:2 61:4,6,10 62:2,11 65:4,7,10 69:7 102:23 149:9 u umbrella 131:9 140:3 understand 7:19 7:20 8:11,19,23 9:17 10:18 12:1 13:1,7,13 21:20 33:22 42:19 100:20 118:18 130:12 143:12 160:16 170:13 understanding 12:21 13:25 22:8 22:22 23:10,25 25:19 27:16 28:9 29:5 30:17,21 33:2 36:19,20 40:5,13 41:12 42:23 61:15 63:18 66:16 70:9 74:11 86:6 100:13 115:17,22 116:1,2 137:2 142:17 143:9,18 152:5 157:24 173:12,15 understands 26:1 162:7 173:19 understood 9:14 9:23 12:20 undertaken 42:17 unit 6:3 44:7,12 89:20 129:24 130:4 177:25	178:5 united 1:1 6:7 158:6 159:18 units 137:1 university 21:10 21:11 43:1 unlimited 57:14 updated 82:2,11 upfront 55:25 56:2,6 86:13,22 100:11,19 116:6 urgent 39:14,15 39:20 usa 2:14 3:14 7:10 use 12:16 54:22 158:10 159:23 usually 10:3 utilized 121:21 v vague 15:25 17:19 18:8 20:3 26:11 28:15 35:20 36:10 37:13 40:9,17 43:9 46:6 49:10 50:7 51:10,25 52:8 56:14 57:1 58:25 65:3,9,17 84:23 132:18 135:14 136:1 138:4 145:6,21 147:17 164:8 vaguely 164:23 validity 67:2 valsartan 1:5 6:5 12:4 23:1,4,5 24:7 24:18 25:22 27:1 27:5 29:17 30:8 30:16,17 38:3 40:7,15,24 45:2,8 45:13,22 49:7,20 50:4,15,20 52:17
--	--	---	--

[valsartan - york]

Page 31

53:12 60:5,11,17 60:21 99:2,7,19 115:24 121:7 122:12 125:5,17 128:2,4,17 147:9 155:24 156:2,10 158:9,14,20 159:22 169:12 177:14,15 181:2 valuable 78:14 value 121:23 various 64:21 76:9 vary 54:23,24 55:5 55:11,12 56:11,24 57:3 vendor 59:10,21 vendors 99:15 venture 123:20 verified 118:20 123:10 126:6,12 verify 119:1 148:7 veritext 4:22 6:10 6:12 181:1 version 97:20 149:18 150:1,3,13 150:16,17 151:2 versus 171:7 victor 139:12 video 6:4 44:6,10 89:19,23 104:16 129:23 130:2 177:24 178:3,18 videoconferenci... 1:21 videographer 4:22 6:1,11 44:5,9 89:18,22 129:22 130:1 177:23 178:2,16 videotaped 5:23 172:7	view 41:25 views 104:2 vigorously 22:13 virtue 70:23 visible 11:12 voluntarily 164:3 vrn 139:6,10,11 w w 179:1 wachter 4:22 6:9 wait 9:9,11 walgreen 3:7 walked 138:20 walmart 3:6 want 34:16 38:23 38:24 70:9 79:15 86:16 89:11 99:9 129:2 130:6,12 172:17 173:16 wanted 76:21 78:21 93:9 104:12 wants 129:1,8 warranties 104:24 washington 3:23 way 73:17 85:17 88:16 104:4 116:12 119:24 157:14 180:11 wayne 4:12 we've 33:10 62:17 63:6 69:7 102:23 130:7,8,10,14 131:13 136:6 139:14 141:12 142:10 154:1,11 172:16,16 web 167:17 website 167:9,19 170:21 171:3 welcome 89:13	went 10:13 90:16 172:13,24 werner 3:13 whereof 180:13 white 11:15 wholesaler 159:25 whorton 2:8 10:20 13:5,10 15:24 17:18 18:7 19:18 20:2,9 21:24 23:6 24:8,15 25:23 26:10 27:9,21 28:14 29:19 30:3 30:10 34:5,12 35:18 36:8,25 37:12 39:6,16 40:1,3,8,16 41:2 41:10,15 42:1 43:8,14 46:5 47:6 48:24 49:9,13,16 50:6 51:9,24 52:7 54:15 56:13,25 58:24 59:17 62:21 63:16 64:5 65:2,8 65:16 66:2 67:4 73:14 74:14 78:16 82:12 84:22 85:14 99:20,25 110:23 112:13 120:9 129:6 132:17 133:25 135:13,25 136:18 137:5,14 138:3 143:16 144:15 145:5,20 146:5 147:3,10,16 147:22 149:2,8 155:15 156:3 157:8 158:16 159:1,13 160:6,21 161:19 162:20 163:21 164:7,18	166:12 169:15 170:1,11 171:14 171:23 176:8 177:22 178:8 whorton's 11:4 wide 164:21 willing 54:5 winter 39:24 witness 5:3 6:20 27:11,23 28:17 44:4 84:5,11 89:13 104:8,13 129:10,17,21 161:12 178:7,9 180:4,7,13 181:3 witnesses 43:21 120:14,18 word 148:20 wording 95:15 words 9:2 112:20 115:3 work 21:3 41:6 81:3 147:8 worked 44:19 working 21:5 172:21 173:3 works 104:8 129:17 writing 147:20 written 32:20 wrong 152:10 x x 5:1,6 y year 16:18 96:23 96:23 york 4:6,6 32:7 92:6,8,8,14 154:19 181:1
--	---	---	---

[z - zoom]

Page 32

z
z 6:21 7:3 145:16
zhejiang 3:4
zoom 1:20 104:2

Federal Rules of Civil Procedure

Rule 30

(e) Review By the Witness; Changes.

(1) Review; Statement of Changes. On request by the deponent or a party before the deposition is completed, the deponent must be allowed 30 days after being notified by the officer that the transcript or recording is available in which:

(A) to review the transcript or recording; and

(B) if there are changes in form or substance, to sign a statement listing the changes and the reasons for making them.

(2) Changes Indicated in the Officer's Certificate. The officer must note in the certificate prescribed by Rule 30(f)(1) whether a review was requested and, if so, must attach any changes the deponent makes during the 30-day period.

DISCLAIMER: THE FOREGOING FEDERAL PROCEDURE RULES ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY.

THE ABOVE RULES ARE CURRENT AS OF APRIL 1, 2019. PLEASE REFER TO THE APPLICABLE FEDERAL RULES OF CIVIL PROCEDURE FOR UP-TO-DATE INFORMATION.

VERITEXT LEGAL SOLUTIONS
COMPANY CERTIFICATE AND DISCLOSURE STATEMENT

Veritext Legal Solutions represents that the foregoing transcript is a true, correct and complete transcript of the colloquies, questions and answers as submitted by the court reporter. Veritext Legal Solutions further represents that the attached exhibits, if any, are true, correct and complete documents as submitted by the court reporter and/or attorneys in relation to this deposition and that the documents were processed in accordance with our litigation support and production standards.

Veritext Legal Solutions is committed to maintaining the confidentiality of client and witness information, in accordance with the regulations promulgated under the Health Insurance Portability and Accountability Act (HIPAA), as amended with respect to protected health information and the Gramm-Leach-Bliley Act, as amended, with respect to Personally Identifiable Information (PII). Physical transcripts and exhibits are managed under strict facility and personnel access controls. Electronic files of documents are stored in encrypted form and are transmitted in an encrypted fashion to authenticated parties who are permitted to access the material. Our data is hosted in a Tier 4 SSAE 16 certified facility.

Veritext Legal Solutions complies with all federal and State regulations with respect to the provision of court reporting services, and maintains its neutrality and independence regardless of relationship or the financial outcome of any litigation. Veritext requires adherence to the foregoing professional and ethical standards from all of its subcontractors in their independent contractor agreements.

Inquiries about Veritext Legal Solutions' confidentiality and security policies and practices should be directed to Veritext's Client Services Associates indicated on the cover of this document or at www.veritext.com.

Exhibit 31

Page 1

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

IN RE:) REMOTE VIDEOTAPED
) DEPOSITION OF:
VALSARTAN PRODUCTS)
) THOMAS T. BROWN, JR.
LIABILITY LITIGATION)

** TRANSCRIPT DESIGNATED AS HIGHLY CONFIDENTIAL **

Transcript of the stenographic notes of the proceedings in the above-entitled matter, as taken by and before Nancy Carides, RMR, CRR, Certified Court Reporter and Notary Public of the State of New Jersey, on Friday, May 28, 2021, commencing at 8:34 A.M. EDT.

The witness is testifying from the law offices of

Preti Flaherty, 45 Memorial Circle, Suite 401,

Augusta, Maine.

<p style="text-align: right;">Page 2</p> <p>1 A P P E A R A N C E S:</p> <p>2 PRETI FLAHERTY</p> <p>3 BY: GREGORY P. HANSEL, ESQUIRE</p> <p>4 ELIZABETH F. QUINBY, ESQUIRE</p> <p>5 BRUCE GERRITY, ESQUIRE</p> <p>6 One City Center</p> <p>7 Portland, Maine 04101</p> <p>8 207-791-3000</p> <p>9 ghansel@preti.com</p> <p>10 bgerity@preti.com</p> <p>11 equinby@preti.com</p> <p>12 Counsel for Plaintiff, MADA</p> <p>13</p> <p>14 LEVIN, SEDRAN & BERMAN, LLP</p> <p>15 BY: CHARLES E. SCHAFER, ESQUIRE</p> <p>16 510 Walnut Street - Suite 500</p> <p>17 Philadelphia, PA 19106-3697</p> <p>18 215-592-1500</p> <p>19 cschaffer@lfsblaw.com</p> <p>20 Counsel for Plaintiff,</p> <p>21 Steamfitters Local 100, TPP</p> <p>22</p> <p>23 RIVERO MESTRE, LLP</p> <p>24 BY: CHARLIE WHORTON, ESQUIRE</p> <p>25 2525 Ponce de Leon</p> <p>Suite 1000</p> <p>Miami, Florida 33134</p> <p>305-445-2559</p> <p>cwhorton@riveromestre.com</p> <p>Co-Counsel for Plaintiffs</p> <p>KANNER & WHITELEY, LLC</p> <p>BY: CONLEE S. WHITELEY, ESQUIRE</p> <p>701 Camp Street</p> <p>New Orleans, Louisiana 70130</p> <p>504-524-5777</p> <p>c.whiteley@kanner-law.com</p> <p>Co-Counsel for Plaintiffs</p>	<p style="text-align: right;">Page 4</p> <p>1 APPEARANCES (continued)</p> <p>2 NORTON ROSE FULBRIGHT, LLP</p> <p>3 BY: ELLIE NORRIS, ESQUIRE</p> <p>4 KATHERINE P. LETT, ESQUIRE</p> <p>5 2200 Ross Avenue - Suite 3600</p> <p>6 Dallas, Texas 75201</p> <p>7 214-855-8000</p> <p>8 ellie.norris@nortonrosefulbright.com</p> <p>9 katherine.lett@nortonrosefulbright.com</p> <p>10 Counsel for Defendant,</p> <p>11 McKesson Corporation</p> <p>12</p> <p>13 CIPRIANI & WERNER, P.C.</p> <p>14 BY: ETHAN FELDMAN, ESQUIRE</p> <p>15 450 Sentry Parkway - Suite 200</p> <p>16 610-567-0700</p> <p>17 efeldman@c-wlaw.com</p> <p>18 Counsel for Defendant,</p> <p>19 Aurobindo Pharma, Ltd.</p> <p>20</p> <p>21 HUSCH BLACKWELL</p> <p>22 BY: MATTHEW D. KNEPPER, ESQUIRE</p> <p>23 190 Carondelet Plaza - Suite 600</p> <p>24 St. Louis, Missouri 63105</p> <p>25 314-480-1848</p> <p>matt.knepper@huschblackwell.com</p> <p>Counsel for Defendant,</p> <p>Express Scripts, Inc.</p> <p>HINSHAW & CULBERTSON, LLP</p> <p>BY: GEOFFREY M. COAN, ESQUIRE</p> <p>53 State Street - 27th Floor</p> <p>Boston, Massachusetts 02109</p> <p>617-213-7000</p> <p>gcoan@hinshawlaw.com</p> <p>Counsel for Defendant,</p> <p>H.J. Harkins Co, Inc., and</p> <p>ScieGen Pharmaceuticals, Inc.</p>
<p style="text-align: right;">Page 3</p> <p>1 APPEARANCES (continued)</p> <p>2 DUANE MORRIS, LLP</p> <p>3 BY: DREW T. DORNER, ESQUIRE</p> <p>4 505 9th Street, N.W.</p> <p>5 Suite 1000</p> <p>6 Washington, D.C. 20004-2166</p> <p>7 202-776-5291</p> <p>8 dtdorner@duanemorris.com</p> <p>9 - and -</p> <p>10 DUANE MORRIS, LLP</p> <p>11 BY: JUSTIN M.L. STERN, ESQUIRE</p> <p>12 1875 NW Corporate Boulevard</p> <p>13 Suite 300</p> <p>14 Boca Raton, Florida 33431-8561</p> <p>15 561-962-2107</p> <p>16 jmlstern@duanemorris.com</p> <p>17 Counsel for Defendants,</p> <p>18 Princeton Pharmaceutical, Inc.;</p> <p>19 Zhejiang Huahai Pharmaceutical Company,</p> <p>20 Ltd.; Solco Healthcare U.S., LLC; and</p> <p>21 Huahai U.S., Inc.</p> <p>22</p> <p>23 GREENBERG TRAURIG, LLP</p> <p>24 BY: TIFFANY M. ANDRAS, ESQUIRE</p> <p>25 77 West Wacker Drive - Suite 3100</p> <p>Chicago, Illinois 60601</p> <p>312-456-8400</p> <p>andrast@gtlaw.com</p> <p>Counsel for Defendant,</p> <p>Teva Pharmaceuticals</p> <p>LEWIS, BRISBOIS, BISGAARD & SMITH, LLP</p> <p>BY: ANDREW ALBERO, ESQUIRE</p> <p>550 E. Swedesford Road</p> <p>Wayne, Pennsylvania 19087</p> <p>215-977-4100</p> <p>andrew.albero@lewisbrisbois.com</p> <p>Counsel for Defendant,</p> <p>Camber Pharmaceuticals, Inc.</p>	<p style="text-align: right;">Page 5</p> <p>1 APPEARANCES (continued)</p> <p>2 BUCHANAN INGERSOLL & ROONEY, P.C.</p> <p>3 BY: JONATHAN D. JANOW, ESQUIRE</p> <p>4 1700 K Street, N.W.</p> <p>5 Suite 300</p> <p>6 Washington, D.C. 20006</p> <p>7 202-452-6057</p> <p>8 jonathan.janow@bipc.com</p> <p>9 Counsel for Defendant,</p> <p>10 Albertsons</p> <p>11</p> <p>12 BARNES & THORNBURG</p> <p>13 BY: KRISTEN RICHER, ESQUIRE</p> <p>14 2029 Century Park East</p> <p>15 Suite 300</p> <p>16 Los Angeles, California 90067</p> <p>17 310-284-6057</p> <p>18 kristen.richer@btlaw.com</p> <p>19 Counsel for Defendant,</p> <p>20 CVS Pharmacy, Inc.</p> <p>21</p> <p>22 PIETRAGALLO, GORDON, ALFANO,</p> <p>23 BOSICK & RASPANTI, LLP</p> <p>24 BY: JOHN B. ZAPPONE, ESQUIRE</p> <p>25 301 Grant Street - 38th Floor</p> <p>Pittsburgh, Pennsylvania 15219</p> <p>412-263-4362</p> <p>Counsel for Defendant, Mylan</p> <p>---</p> <p>ALSO PRESENT:</p> <p>JUSTIN BILY, Videographer</p> <p>---</p>

HIGHLY CONFIDENTIAL

<div>Page 6</div> <div> 1 INDEX 2 WITNESS PAGE 3 THOMAS T. BROWN, JR. 4 BY MR. DORNER: 11, 292 5 BY MR. HANSEL: 285 6 --- 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 </div>	<div>Page 8</div> <div> 1 EXHIBITS (continued) 2 NUMBER DESCRIPTION NAME 3 Exhibit No. TB-10 Anthem Excel spreadsheet 171 4 Exhibit No. TB-11 Excel spreadsheet re 190 5 Purchases of Replacement 6 Products by MADA Members, 7 November 1, 2018 to present 8 Exhibit No. TB-12 Essential Drug List 205 9 Exhibit No. TB-14 Maine Automobile Dealers 219 10 Insurance Trust Employee 11 Medical Care Plans Benefit 12 Overview, 3-1-17 13 Exhibit No. TB-15 Maine Automobile Dealers 231 14 Insurance Trust HSA 15 Compatible Plan Benefit 16 Overview, 3-1-17 17 Exhibit No. TB-16 Maine Automobile Dealers 235 18 Insurance Trust Employee 19 Medical Care Plans 20 Benefit Overview, 3-1-18 21 Exhibit No. TB-17 Maine Automobile Dealers 240 22 Insurance Trust HSA 23 Compatible Standard and 24 Value Plans Plans Benefit 25 Overview, 3-1-18 </div>
<div>Page 7</div> <div> 1 EXHIBITS 2 NUMBER DESCRIPTION PAGE 3 Exhibit No. TB-1 Defendants' First Amended 21 4 Notice of Deposition to MADA 5 Exhibit No. TB-2 Medication List 41 6 Exhibit No. TB-3 Plaintiff's Fact Sheet 43 7 Exhibit No. TB-4 Third Amended Consolidated 59 8 Economic Loss Class Action 9 Complaint 10 Exhibit No. TB-5 MADA Group Medical Plan, 76 11 March 1, 2015 12 Exhibit No. TB-6 Administrative Services 118 13 Agreement 14 Exhibit No. TB-7 Excel spreadsheet re 26 15 Purchases of Recalled 16 Valsartan Products by MADA 17 Members January 1, 2012 to 18 the Present. (Ex. A to 19 Plaintiff's Fact Sheet) 20 Exhibit No. TB-8 Excel spreadsheet of Exhibit 165 21 7 re-sorted from lowest to 22 highest Total Plan Paid 23 Exhibit No. TB-9 Excel spreadsheet of Ex. 7 166 24 and 8, with additional info 25 from Anthem </div>	<div>Page 9</div> <div> 1 EXHIBITS (continued) 2 NUMBER DESCRIPTION PAGE 3 Exhibit No. TB-18 Maine Automobile Dealers 244 4 Insurance Trust Monthly 5 Medical Premium Rates 6 effective 3-1-17 for "G", 7 southern portion of Maine 8 Exhibit No. TB-19 Maine Automobile Dealers 245 9 Insurance Trust Monthly 10 Medical Premium Rates 11 effective 3-1-17 for "H", 12 northern portion of Maine 13 Exhibit No. TB-20 Maine Automobile Dealers 246 14 Insurance Trust Monthly 15 Medical Premium Rates 16 effective 3-1-18 for "G", 17 southern portion of Maine 18 Exhibit No. TB-21 Maine Automobile Dealers 247 19 Insurance Trust Monthly 20 Medical Premium Rates 21 effective 3-1-18 for "H", 22 northern portion of Maine 23 24 25 </div>

HIGHLY CONFIDENTIAL

<p style="text-align: right;">Page 10</p> <p>1 EXHIBITS (continued)</p> <p>2 NUMBER DESCRIPTION PAGE</p> <p>3 Exhibit No. TB-22 Defendants' First Set of 271</p> <p>4 Requests for Production</p> <p>5 of Documents to MADA</p> <p>6 Exhibit No. TB-23 MADA Insurance Trust's 273</p> <p>7 Responses and Objections</p> <p>8 To Defendants' First Set</p> <p>9 of Request for Production</p> <p>10 - - -</p> <p>11 (NOTE: No document was marked as exhibit 13.)</p> <p>12</p> <p>13 EXHIBITS DESIGNATED AS HIGHLY CONFIDENTIAL:</p> <p>14 TB-3, TB-6, TB-7, TB-8, TB-9, TB-10, TB-11, TB-12,</p> <p>15 TB-18, TB-19, TB-20, TB-21.</p> <p>16 - - -</p> <p>17 PRODUCTION REQUESTS NOTED FOR THE RECORD:</p> <p>18 1. Page 131, Line 18</p> <p>19 2. Page 133, Line 13</p> <p>20 3. Page 136, Line 9</p> <p>21 4. Page 145, Line 9</p> <p>22 5. Page 208, Line 22</p> <p>23 6. Page 273, Line 2</p> <p>24 - - -</p> <p>25</p>	<p style="text-align: right;">Page 12</p> <p>1 the day, but in the meantime, I'm coming to you</p> <p>2 through my iPad. So, here we are. Anyway, I'm going</p> <p>3 to be asking you some questions today, the first of</p> <p>4 which is could you please, simply, state your name for</p> <p>5 the record.</p> <p>6 A. Thomas T. Brown, Jr.</p> <p>7 Q. Have you ever given a deposition</p> <p>8 before, Mr. Brown?</p> <p>9 A. Yes.</p> <p>10 Q. All right. What were the circumstances</p> <p>11 of that deposition?</p> <p>12 A. It was related to nothing in the</p> <p>13 Insurance Trust. It was related to an issue between a</p> <p>14 dealer and the manufacturer over the interpretation of</p> <p>15 Maine law.</p> <p>16 Q. Okay. Are you an attorney?</p> <p>17 A. I am not.</p> <p>18 Q. About how long ago was that deposition?</p> <p>19 A. Several years. I don't remember when.</p> <p>20 Q. More than ten years ago?</p> <p>21 A. No, it would be less than that. I</p> <p>22 don't know, four or five, maybe.</p> <p>23 Q. Were you involved with a party in the</p> <p>24 case?</p> <p>25 A. No.</p>
<p style="text-align: right;">Page 11</p> <p>1 VIDEOGRAPHER: We are going on the</p> <p>2 record at 8:34 on May 28th, 2021. This is</p> <p>3 Media Unit Number 1 of the video-recorded</p> <p>4 deposition of Tom Brown in regards to the</p> <p>5 Valsartan and Losartan Litigation. My name is</p> <p>6 Justin Bily, from the firm Veritext, and I am</p> <p>7 the videographer. The court reporter is Nancy</p> <p>8 Carides, from the firm Veritext. All counsel</p> <p>9 will be noted on the stenographic record.</p> <p>10 Would the court reporter please swear</p> <p>11 in the witness, and then we can begin.</p> <p>12 - - -</p> <p>13 THOMAS T. BROWN, JR., after having been</p> <p>14 first duly sworn, was examined and testified</p> <p>15 as follows:</p> <p>16 - - -</p> <p>17 BY MR. DORNER:</p> <p>18 Q. All right. Good morning, Mr. Brown.</p> <p>19 My name is Drew Dorner. I'm from the law firm of</p> <p>20 Duane Morris. I'm currently sitting in our</p> <p>21 Washington, D.C. office, though you might not realize</p> <p>22 that, given the background on my Zoom here. I was</p> <p>23 supposed to have an alternative setup with a nice</p> <p>24 videoconferencing system, and so far that's not</p> <p>25 working, so we're going to try to fix that throughout</p>	<p style="text-align: right;">Page 13</p> <p>1 Q. So, you were just a third-party</p> <p>2 witness?</p> <p>3 A. Yes.</p> <p>4 Q. Understood. Well, since it's been a</p> <p>5 little bit of time, let's just go through some of the</p> <p>6 basics for a deposition. You understand that you are</p> <p>7 under oath and have sworn to tell the truth today?</p> <p>8 A. Yes.</p> <p>9 Q. I'll ask that today you answer</p> <p>10 verbally, because this is -- while it's being recorded</p> <p>11 by video, we also have a court reporter who is taking</p> <p>12 down all of our words, and so head shakes, head nods,</p> <p>13 those sorts of things, don't get transcribed on the</p> <p>14 stenographic record. So, can you answer yes or no for</p> <p>15 me throughout the day?</p> <p>16 A. Yes.</p> <p>17 MS. ANDRAS: Drew? This is Tiffany</p> <p>18 Andras. Can we go off the record for a</p> <p>19 second?</p> <p>20 MR. DORNER: Sure, let's go off.</p> <p>21 VIDEOGRAPHER: The time is now 8:37.</p> <p>22 We're going off the record.</p> <p>23 (Discussion held off the record.)</p> <p>24 VIDEOGRAPHER: The time is now 8:41.</p> <p>25 We're back on the record.</p>

<p style="text-align: right;">Page 14</p> <p>1 MR. DORNER: Mr. Brown, we just had a</p> <p>2 brief pause to address the matter of</p> <p>3 attendance of counsel at this deposition, and</p> <p>4 I believe Ms. Whiteley wanted to just make a</p> <p>5 clarifying statement for the record, so I'm</p> <p>6 going to go ahead and let her do that real</p> <p>7 fast before I ask my questions.</p> <p>8 MS. WHITELEY: Good morning. I'm sorry</p> <p>9 for the interruption. An objection was raised</p> <p>10 regarding whether Mr. Schaffer should be</p> <p>11 present, and it was clarified on the record by</p> <p>12 me and others that his firm is part of the</p> <p>13 steering committee, and we have agree that he</p> <p>14 can listen to this deposition for today. And</p> <p>15 I have been asked to make a representation</p> <p>16 that his firm is part of the steering</p> <p>17 committee, and that is correct.</p> <p>18 MR. DORNER: Does anybody else have</p> <p>19 anything to add? Okay. We'll keep going.</p> <p>20 MS. WHITELEY: Okay. Thank you.</p> <p>21 MR. DORNER: No problem. No problem.</p> <p>22 BY MR. DORNER:</p> <p>23 Q. So, we were just going through some</p> <p>24 deposition basics, Mr. Brown, and I think where we</p> <p>25 left off, I wanted to let you know that the court</p>	<p style="text-align: right;">Page 16</p> <p>1 that. Okay?</p> <p>2 A. Yes.</p> <p>3 Q. And the only clarifying instruction I</p> <p>4 would have to that is if there's a question pending,</p> <p>5 meaning I've asked something but I haven't gotten an</p> <p>6 answer from you yet, I'd ask that we just finish that</p> <p>7 question and answer before we go on break. Okay?</p> <p>8 A. Yes.</p> <p>9 Q. Do you have any questions about these</p> <p>10 instructions?</p> <p>11 A. No.</p> <p>12 Q. Did you bring a cellphone with you into</p> <p>13 the deposition room today?</p> <p>14 A. No.</p> <p>15 Q. Is anybody sitting with you in the</p> <p>16 deposition room today?</p> <p>17 A. No.</p> <p>18 Q. Are you at your office in Augusta?</p> <p>19 A. No.</p> <p>20 Q. Where are you coming to us from today?</p> <p>21 A. I'm in a conference room at Preti</p> <p>22 Flaherty's Augusta office.</p> <p>23 Q. Understood. But nobody is in the room,</p> <p>24 actually, with you?</p> <p>25 A. Correct.</p>
<p style="text-align: right;">Page 15</p> <p>1 reporter is going to have a very difficult time today</p> <p>2 if we end up talking over one another. I know that</p> <p>3 that can be especially difficult to avoid while on</p> <p>4 Zoom, since there can be a lag in the connection. I'm</p> <p>5 going to do my level best to not interrupt you when</p> <p>6 you're giving an answer. I would appreciate much the</p> <p>7 same, if I'm asking a question, try not to answer</p> <p>8 before I finish my question, and I think this would</p> <p>9 ultimately speed things along. Can we agree to that</p> <p>10 today?</p> <p>11 A. Yes.</p> <p>12 Q. Now, if at any time you don't</p> <p>13 understand a question that I ask, please let me know,</p> <p>14 and I'll try to rephrase that. Okay?</p> <p>15 A. Yes.</p> <p>16 Q. And then finally, if you do answer a</p> <p>17 question that I ask, I'm going to assume that you</p> <p>18 understood it. Do you understand?</p> <p>19 A. Yes.</p> <p>20 Q. Now, I'm going to do what I can to</p> <p>21 schedule breaks throughout the day. I know it's the</p> <p>22 Friday before Memorial Day weekend, so I'm hoping to</p> <p>23 proceed as quickly as possible, but I'll try to build</p> <p>24 in a break every hour or so. Of course, if at any</p> <p>25 time you need a break for whatever reason, let me know</p>	<p style="text-align: right;">Page 17</p> <p>1 Q. Are you using a laptop, then, to come</p> <p>2 to us today?</p> <p>3 A. It's a laptop and a supplemental</p> <p>4 screen.</p> <p>5 Q. Like a second monitor?</p> <p>6 A. Yes.</p> <p>7 Q. Does that laptop -- obviously, it's</p> <p>8 connected to a network because you're on a</p> <p>9 videoconference. I assume it also has some sort of</p> <p>10 e-mail capability; is that right?</p> <p>11 A. I'm not a very technical person. I</p> <p>12 assume. There's a keyboard here.</p> <p>13 Q. Let's do it this way. Can we agree</p> <p>14 that you're not going to send or receive any e-mails</p> <p>15 over the course of -- excuse me. Strike that and back</p> <p>16 up. Can we agree that you won't send or receive any</p> <p>17 e-mails while we're on the record today?</p> <p>18 A. Yes.</p> <p>19 Q. Can we also agree that you won't sent</p> <p>20 or review any instant messages while we are on the</p> <p>21 record today?</p> <p>22 A. Yes.</p> <p>23 Q. If you do happen to receive an e-mail</p> <p>24 or an instant message, will you let me know that</p> <p>25 you've received it?</p>

<p style="text-align: right;">Page 18</p> <p>1 A. Yes.</p> <p>2 Q. Can we agree that while we're on the</p> <p>3 record you won't engage in any communications with</p> <p>4 anybody except for me, the court reporter, and for</p> <p>5 purposes of determining whether attorney/client</p> <p>6 privilege applies, your counsel, Mr. Hansel?</p> <p>7 A. Yes.</p> <p>8 Q. Are you taking any drugs or medication</p> <p>9 that could affect your ability to testify, to</p> <p>10 understand my questions, or to remember any details?</p> <p>11 A. No.</p> <p>12 Q. Do you understand that you've been</p> <p>13 designated as the knowledgeable representative for the</p> <p>14 Maine Automobile Dealers Association Insurance Trust</p> <p>15 for purposes of a designee deposition under the rules</p> <p>16 of -- the Federal Rules of Civil Procedure?</p> <p>17 A. Yes.</p> <p>18 Q. Now, I just want to go ahead and</p> <p>19 clarify some terminology here today, because we're</p> <p>20 going to be throwing around a lot of proper nouns.</p> <p>21 So, for purposes of today's deposition, can we agree</p> <p>22 that any reference to "Maine Auto" or to "MADA" refers</p> <p>23 to the "Maine Automobile Dealers Association Insurance</p> <p>24 Trust?"</p> <p>25 A. Yes.</p>	<p style="text-align: right;">Page 20</p> <p>1 Q. Okay. Let's go and pull up Exhibit 1.</p> <p>2 Now, the font is a little small on here, so we will</p> <p>3 zoom in as needed, Mr. Brown. I know I'm certainly</p> <p>4 having trouble reading this on an iPad screen. I</p> <p>5 don't know if your supplemental screen is a little</p> <p>6 bigger, but if you do need something zoomed in on, or</p> <p>7 what have you, we've got the technology to do that and</p> <p>8 a very capable operator. So, just let us know if you</p> <p>9 can't see something or need us to zoom in. Okay?</p> <p>10 A. Yes. But before we get too much</p> <p>11 further, there's something in the middle of the screen</p> <p>12 that says this meeting is being recorded that blocks</p> <p>13 out some of that language. So --</p> <p>14 Q. I think there's an option on that box</p> <p>15 to either leave the meeting or to continue. Are you</p> <p>16 able to click the Continue option?</p> <p>17 A. There's no continue. Maybe I ought to</p> <p>18 get the young lady who knows more than I do about this</p> <p>19 stuff.</p> <p>20 Q. Sure.</p> <p>21 MR. DORNER: Let's pause real quick on</p> <p>22 the record, and let's make this little</p> <p>23 dialogue box go away and then we'll pick back</p> <p>24 up on it.</p> <p>25 VIDEOGRAPHER: The time is now 8:49.</p>
<p style="text-align: right;">Page 19</p> <p>1 Q. And then if there comes a time when,</p> <p>2 for whatever reason, I need to refer to the "Maine</p> <p>3 Automobile Dealers Association," I'll call that</p> <p>4 something like "the Association." Is that fair?</p> <p>5 A. Yes.</p> <p>6 Q. And the reason for that, I just want to</p> <p>7 make sure we understand, the reason for that is</p> <p>8 because the Trust and the Association -- excuse me,</p> <p>9 MADA and the Association are two different entities,</p> <p>10 right?</p> <p>11 A. Yes.</p> <p>12 Q. Okay. Can you tell me what is your</p> <p>13 understanding of your responsibilities as the designee</p> <p>14 for MADA?</p> <p>15 A. To provide the information that is</p> <p>16 requested, to confer with our attorneys as to how our</p> <p>17 program works, how it relates to this situation.</p> <p>18 Q. Do you understand today that you're</p> <p>19 testifying to MADA's knowledge, and not just to your</p> <p>20 personal knowledge?</p> <p>21 A. Yes.</p> <p>22 Q. And you understand today that the</p> <p>23 answers that you give are going to be binding upon</p> <p>24 MADA as an entity, right?</p> <p>25 A. Yes.</p>	<p style="text-align: right;">Page 21</p> <p>1 We are going off the record.</p> <p>2 (Pause.)</p> <p>3 (Document marked as Exhibit TB-1 for</p> <p>4 identification.)</p> <p>5 VIDEOGRAPHER: The time is now 8:50.</p> <p>6 We're back on the record.</p> <p>7 MR. DORNER: All right. Let's go ahead</p> <p>8 and pull Exhibit 1 right back up. And can we</p> <p>9 just zoom in on, let's call it, the top half</p> <p>10 of that? All right.</p> <p>11 BY MR. DORNER:</p> <p>12 Q. Mr. Brown, have you seen this document</p> <p>13 before?</p> <p>14 A. Yes.</p> <p>15 Q. So, this is a list of topics that I</p> <p>16 provided to your legal counsel on April 28, 2021.</p> <p>17 There was an earlier version that was dated March 3rd,</p> <p>18 2021. Do you understand that this is the Defendants'</p> <p>19 Amended Notice of Deposition to Maine Auto?</p> <p>20 A. Yes, that's what it says.</p> <p>21 Q. Did you review the topics in Exhibit --</p> <p>22 MR. DORNER: Actually, here, can we</p> <p>23 back out of this zoom-in, please, and scroll</p> <p>24 down to, I believe it will be page 6.</p> <p>25 BY MR. DORNER:</p>

<p style="text-align: right;">Page 22</p> <p>1 Q. Did you review the topics that are</p> <p>2 contained in this document, the topics for</p> <p>3 examination?</p> <p>4 A. Yes.</p> <p>5 Q. When did you do that?</p> <p>6 A. Let's see. Tuesday, I guess, was when</p> <p>7 I saw it, went through it.</p> <p>8 Q. About how long did you spend going</p> <p>9 through these topics for examination?</p> <p>10 A. Oh, probably two hours, two-and-a-half</p> <p>11 hours.</p> <p>12 Q. Now, you're MADA's only designee who's</p> <p>13 going to be testifying on its behalf, right?</p> <p>14 A. Yes.</p> <p>15 Q. Did you review all 48 topics and their</p> <p>16 subtopics?</p> <p>17 A. I read all of them, yes.</p> <p>18 Q. Did you prepare to answer questions</p> <p>19 about all 48 topics and subtopics?</p> <p>20 A. I thought about the various subjects</p> <p>21 that were listed, yes.</p> <p>22 Q. Can you walk me through, just</p> <p>23 generally, what you did to prepare for today's</p> <p>24 deposition as the designee?</p> <p>25 A. I met with our attorneys on this list,</p>	<p style="text-align: right;">Page 24</p> <p>1 sources of data and information underlying attachments</p> <p>2 A, B, and C to MADA's Plaintiff Fact Sheet, the</p> <p>3 development of such attachments, and MADA's knowledge</p> <p>4 related to the particular insureds who received</p> <p>5 benefits described in Attachments A, B, and C, (i.e.,</p> <p>6 premium-paying beneficiary versus dependent.) Did I</p> <p>7 read that correctly?</p> <p>8 A. Yes.</p> <p>9 Q. So, can you give me some detail? How</p> <p>10 did you prepare for this topic, specifically?</p> <p>11 A. I assumed this was related to the list</p> <p>12 of individuals who may have received some medication,</p> <p>13 and that's not anything that MADA has.</p> <p>14 Q. What's not anything that MADA has?</p> <p>15 A. We don't have a list of the individuals</p> <p>16 who received certain medications.</p> <p>17 Q. Are you familiar with what Attachments</p> <p>18 A, B and C to MADA's Plaintiff Fact Sheet are?</p> <p>19 A. No, not without looking at them.</p> <p>20 Q. Did you look at them?</p> <p>21 MR. HANSEL: Objection. The witness</p> <p>22 has already testified that he's not familiar</p> <p>23 with them without looking at them, and</p> <p>24 therefore, I object to the form of the</p> <p>25 question.</p>
<p style="text-align: right;">Page 23</p> <p>1 and looked at a couple of outlines of benefits, since</p> <p>2 there are some questions about co-pays, and I looked</p> <p>3 at a couple of documents that had summaries of</p> <p>4 enrollment.</p> <p>5 Q. Do you know whether or not all of those</p> <p>6 documents that you just mentioned that you had looked</p> <p>7 at, whether they've all been produced to us by your</p> <p>8 counsel?</p> <p>9 A. No, I don't.</p> <p>10 MR. DORNER: I guess I'll say, Greg, to</p> <p>11 the extent that any of that hasn't been</p> <p>12 produced, would you mind producing that,</p> <p>13 please?</p> <p>14 MR. HANSEL: They were produced.</p> <p>15 MR. DORNER: They were, okay. Swell.</p> <p>16 BY MR. DORNER:</p> <p>17 Q. I'm just going to pick a few of these</p> <p>18 topics at random, so let's go to number 8.</p> <p>19 MR. DORNER: Can we scroll to topic 8,</p> <p>20 please?</p> <p>21 BY MR. DORNER:</p> <p>22 Q. Mr. Brown, are you able to see that</p> <p>23 blow-up there?</p> <p>24 A. Yes.</p> <p>25 Q. Swell. Okay. So, this topic is the</p>	<p style="text-align: right;">Page 25</p> <p>1 BY MR. DORNER:</p> <p>2 Q. You can answer, Mr. Brown.</p> <p>3 A. Can you repeat the question?</p> <p>4 MR. DORNER: Sure. Madam Court</p> <p>5 Reporter, I apologize, I forget what your</p> <p>6 first name is, if you could remind me of that,</p> <p>7 and read back the question, please.</p> <p>8 COURT REPORTER: Sure. It's Nancy.</p> <p>9 MR. DORNER: Thank you, Nancy.</p> <p>10 (Court reporter read back as follows:</p> <p>11 Question: Are you familiar with what</p> <p>12 Attachments A, B and C to MADA's Plaintiff</p> <p>13 Fact Sheet are? Answer: No, not without</p> <p>14 looking at them. Question: Did you look at</p> <p>15 them?)</p> <p>16 MR. HANSEL: Object to the form.</p> <p>17 BY MR. DORNER:</p> <p>18 Q. You can answer.</p> <p>19 A. I did not look at them this week, no.</p> <p>20 Q. Now, you said this week. Had you</p> <p>21 looked at them before?</p> <p>22 A. Without seeing what they are, I don't</p> <p>23 know.</p> <p>24 MR. DORNER: Can we pull up Exhibit 7,</p> <p>25 please? And I don't know if you can zoom in</p>

<p style="text-align: right;">Page 26</p> <p>1 just on the first page there, Justin?</p> <p>2 (Document marked as Exhibit TB-7 for</p> <p>3 identification, and is designated as highly</p> <p>4 confidential.)</p> <p>5 BY MR. DORNER:</p> <p>6 Q. So, Mr. Brown, I'll represent to you</p> <p>7 that this is Exhibit A to MADA's Plaintiff Fact Sheet.</p> <p>8 It's the document -- one of the documents that we were</p> <p>9 just talking about. Have you seen this document</p> <p>10 before?</p> <p>11 A. No.</p> <p>12 MR. DORNER: Let me back up here.</p> <p>13 Justin, it looks like the formatting is just a</p> <p>14 little messy. Can we switch to a different</p> <p>15 view that gets all of the columns on one</p> <p>16 screen so it looks like how it would on paper?</p> <p>17 VIDEOGRAPHER: You know, I'm not sure.</p> <p>18 Give me a minute.</p> <p>19 MR. DORNER: Sure. Just go to normal</p> <p>20 view. That will work for now.</p> <p>21 BY MR. DORNER:</p> <p>22 Q. Mr. Brown, all we've done is switch the</p> <p>23 viewing mode here. It's the same content. The only</p> <p>24 thing that you're not seeing is the information at the</p> <p>25 top of the page that says Purchases of Recalled</p>	<p style="text-align: right;">Page 28</p> <p>1 A. No.</p> <p>2 Q. Do you understand that you had a</p> <p>3 responsibility to educate yourself or otherwise</p> <p>4 familiarize yourself with all of the topics in this</p> <p>5 notice?</p> <p>6 A. Yes.</p> <p>7 Q. Let's go to topic 24, please. This</p> <p>8 topic is the loss in value, if any, allegedly incurred</p> <p>9 by MADA for VCDs, I'll represent that stands for</p> <p>10 Valsartan-containing drugs, purchased during the</p> <p>11 relevant time period, that's 2012 to the present, I</p> <p>12 believe, and MADA's basis for claiming any loss in</p> <p>13 value. Can you tell me how you prepared to discuss</p> <p>14 this topic at today's deposition?</p> <p>15 MR. HANSEL: Object to the form.</p> <p>16 BY MR. DORNER:</p> <p>17 Q. You can answer.</p> <p>18 A. This information is something that we</p> <p>19 would not have, specifically. It would come from</p> <p>20 Anthem.</p> <p>21 Q. So, did you prepare to testify on this</p> <p>22 topic today?</p> <p>23 A. Yes, I prepared, but no, I do not have</p> <p>24 that information. So, Anthem is the source of that</p> <p>25 information, and MADA does not have it.</p>
<p style="text-align: right;">Page 27</p> <p>1 Valsartan Products by MADA Members January 1, 2012 to</p> <p>2 the Present. Other than that, all of the information</p> <p>3 is the same. Have you seen this document before?</p> <p>4 A. I saw a piece of it on Tuesday.</p> <p>5 MR. DORNER: So, let's go ahead and go</p> <p>6 back to Exhibit 1, please. And we'll go to</p> <p>7 topic 8, where we were.</p> <p>8 BY MR. DORNER:</p> <p>9 Q. Did you review or educate yourself</p> <p>10 about these sources of data and information underlying</p> <p>11 Exhibit 7 that we just looked at, that spreadsheet?</p> <p>12 Did you investigate that or educate yourself on that</p> <p>13 issue at all?</p> <p>14 A. That information is something that</p> <p>15 would have been the privy of Anthem.</p> <p>16 Q. Okay. Well, that's not the question I</p> <p>17 asked you, Mr. Brown. The question I asked you is did</p> <p>18 you investigate or educate yourself to the sources of</p> <p>19 data and information underlying Exhibit 7, the</p> <p>20 spreadsheet.</p> <p>21 MR. HANSEL: Objection, argumentative.</p> <p>22 MR. DORNER: It's not argumentative.</p> <p>23 BY MR. DORNER:</p> <p>24 Q. It's not argumentative. You can</p> <p>25 answer.</p>	<p style="text-align: right;">Page 29</p> <p>1 Q. Was it your assumption that if MADA</p> <p>2 does not, as you put it, have the information, you</p> <p>3 don't have a duty to familiarize yourself with the</p> <p>4 requested topic?</p> <p>5 MR. HANSEL: Objection. Calls for a</p> <p>6 legal conclusion.</p> <p>7 BY MR. DORNER:</p> <p>8 Q. You can answer.</p> <p>9 A. My belief was that I was responsible to</p> <p>10 understand what that question was from MADA's</p> <p>11 perspective. That is something that Anthem would have</p> <p>12 provided.</p> <p>13 MR. DORNER: Let's go to topic 29,</p> <p>14 please.</p> <p>15 BY MR. DORNER:</p> <p>16 Q. This topic seeks information about any</p> <p>17 refunds, rebates, credits, or incentives accepted by,</p> <p>18 or available to, MADA or its PBMs, that stands for</p> <p>19 Pharmacy Benefits Manager, related to the costs of</p> <p>20 VCDs or blood pressure medications. What did you do</p> <p>21 specifically to prepare to testify on this topic</p> <p>22 today?</p> <p>23 A. To understand that question, we do and</p> <p>24 have received credits from Anthem based on any refunds</p> <p>25 or rebates that would be available in their</p>

<p style="text-align: right;">Page 30</p> <p>1 distribution and their purchasing of medications on 2 behalf of the participants of our plan. 3 Q. Okay. So, fair to say, did you go back 4 and look at, you know, what refunds or credits MADA 5 received? Did you look at any documents to that 6 effect? 7 A. No, I did not. 8 Q. Generally, you're familiar, though, 9 that that happened; is that fair to say? 10 A. Yes. 11 Q. Okay. Other than the preparations that 12 we've talked about so far, did you do anything else to 13 prepare for today's deposition? 14 A. No. 15 Q. I believe you mentioned that you met 16 with your attorneys. If at any point I ask a question 17 that is relating to something that you talked about 18 with your attorneys, I'm not asking you what you spoke 19 about with your counsel. Do you understand that? 20 A. Yes. 21 Q. So, just generally, can you tell me how 22 many times you met with your legal counsel, or MADA's 23 legal counsel, to prepare for today's deposition? 24 A. Once. 25 Q. And about how long did that meeting</p>	<p style="text-align: right;">Page 32</p> <p>1 Q. Did you bring any documents with you to 2 today's deposition? 3 A. No. 4 Q. Mr. Brown, what is your role within the 5 Association? 6 A. The Association? 7 Q. Yes, sir. 8 A. Not MADA? 9 Q. Correct. 10 A. Not the Trust. 11 Q. Correct, not the Trust. 12 A. I'm president of the Association. 13 Q. About how many members does the 14 Association have? 15 A. I believe it's 116. 16 Q. And then what percentage of members of 17 the Association get their prescription drug coverage 18 through MADA? 19 A. I would say approximately 85 percent. 20 Q. So, we're probably looking at, what, 21 ninety, ninety-five people, something like that? 22 A. Let's describe people. 23 Q. Sure. That's a good point. Ninety to 24 ninety-five employees of automobile dealerships in 25 Maine, plus any dependents or spouses that they have.</p>
<p style="text-align: right;">Page 31</p> <p>1 last? 2 A. About two-and-a-half hours. 3 Q. When you spoke with your attorneys, was 4 it just yourself and legal counsel present? 5 A. Yes. 6 Q. Did you speak with anyone other than 7 your attorneys about this deposition at any point? 8 A. No. 9 Q. Did you review any documents on your 10 own or with your attorneys in preparation for today's 11 deposition? 12 A. Yes. 13 Q. Now, I want to separate documents from 14 your counsel versus documents that you reviewed on 15 your own. Did you review any documents on your own? 16 A. Yes. 17 Q. Which documents were those? 18 A. An outline of benefits that we offer to 19 our participants, and a summary of participation by 20 employees. 21 Q. Now, if I recall correctly, I believe 22 those are described similarly as documents you spoke 23 about a few minutes ago. Are those the same documents 24 that you were referring to a few minutes ago? 25 A. Yes.</p>	<p style="text-align: right;">Page 33</p> <p>1 A. Those are several different numbers. 2 Q. They are. Sorry, go ahead. I'm sorry, 3 I didn't mean to interrupt you. 4 A. 116 is the number of licensed 5 dealerships in Maine, not the number of people, men, 6 women, and children. 7 Q. I see. And so when you're talking 8 about a member of the Association, you're referring to 9 the dealership, not to an individual human being; is 10 that right? 11 A. That's correct. 12 Q. Let me try and reframe this question, 13 then. It sounds like about 85 percent of dealerships 14 are providing healthcare coverage via MADA; is that 15 right? 16 MR. HANSEL: Object to the form. 17 BY MR. DORNER: 18 Q. You can answer. 19 A. Yes, that's the approximate range. 20 Q. And about how many individual human 21 beings get health coverage through the Trust? 22 A. It varies, obviously, month-to-month, 23 but men, women, and children, probably on average over 24 the period at issue here is somewhere between 5,000 25 and 5,500.</p>

HIGHLY CONFIDENTIAL

<p style="text-align: right;">Page 34</p> <p>1 Q. Does the Association conduct any 2 for-profit business? 3 A. No. 4 Q. How is it funded? 5 A. Primarily by -- excuse me. We're 6 talking about the Association still; is that correct? 7 Q. That's correct, yes. 8 A. The Association receives dues from its 9 memberships. It conducts various meetings, some of 10 which have a fee. It makes available various 11 State-required, or various forms for dealerships to 12 use that would comply with State requirements for 13 disclosures. It receives reimbursements for expenses 14 that the Association pays that are shared by the 15 Insurance Trust and a separate Workers' Compensation 16 Trust. 17 Q. Now, I want to hone in on just one 18 thing that you mentioned. You mentioned that some 19 rebates or credits, some things of value, let's call 20 it, just to be general, some of that might -- if the 21 Trusts -- if MADA gets it, that some of that money 22 might be shared with the Association. Is that 23 accurate? 24 A. No. 25 MR. HANSEL: Object to the form.</p>	<p style="text-align: right;">Page 36</p> <p>1 self-fund medical and dental. So, we work with our 2 insurers, we work with Anthem with respect to claims 3 administration under the medical and dental programs, 4 and for assistance in handling enrollments, 5 terminations, changes, interpretations. We have 6 brokers who -- a broker we work with for help with 7 education at the dealership levels and employees, 8 coordinating those activities, receiving and 9 overseeing the billing to the dealerships and the 10 receipt of funds, et cetera. 11 Q. Okay. I appreciate that. Let's focus 12 on this lawsuit, in particular. Can you tell me, what 13 does MADA consider this lawsuit to be about? 14 A. It's about recovering the cost of the 15 amounts of money MADA would have paid for medications 16 that were contaminated, and the replacement of that 17 medication for people who might need that type of 18 blood pressure medication. 19 Q. And the blood pressure medication that 20 you're referring to, is that Valsartan, or a variety 21 of Valsartan? 22 A. Yes. 23 Q. Is MADA aware that it has sued several 24 defendants, alleging that it has suffered economic 25 loss as a result of paying or reimbursing for</p>
<p style="text-align: right;">Page 35</p> <p>1 BY MR. DORNER: 2 Q. Okay. How did I mess that up? What 3 was wrong about that? 4 MR. HANSEL: Object to the form. 5 BY MR. DORNER: 6 Q. You can answer. 7 A. To my mind, you're asking me for the 8 expenses that the Association charges the two trusts 9 for rent, for part of the use of our facilities, for 10 telephone, for personnel. In my mind, the refunds, 11 rebates, go against the cost of claims, which is 12 different from the expenses that the Trust pays to the 13 Association. 14 Q. Okay. So, when you were talking about 15 revenues, that's office space, rent, telephone bills? 16 A. Correct. 17 Q. That matter of things, okay. 18 Understood. What's your role within MADA, within the 19 Insurance Trust? 20 A. I'm the administrator of the program. 21 Q. What does the administrator of the 22 program do? 23 A. Well, we work with our insurer for the 24 life -- we get fully-insured plans with the life 25 insurance, short-term disability, and vision. We</p>	<p style="text-align: right;">Page 37</p> <p>1 purchases of Valsartan-containing medications? 2 A. Yes. 3 Q. Are you able to tell me, on behalf of 4 MADA, who any of the defendants are in this case? 5 A. I believe they're listed in the 6 beginning of the notice of amendment and various other 7 documents. I don't have them memorized, no. 8 Q. So, sitting right here, you couldn't 9 tell me one? 10 A. Correct. 11 Q. Now, do you understand, and you 12 wouldn't, but I'll tell you, I represent companies 13 called Princeton Pharmaceutical, Inc.; Zhejiang Huahai 14 Pharmaceutical Company, Ltd.; Solco Healthcare U.S., 15 LLC; and Huahai U.S., Inc. Do you understand what I 16 mean by that? 17 A. Yes. 18 Q. Now, I might refer to those companies 19 by a shortened name, sort of as a collective, Zhejiang 20 Huahai Pharmaceutical, I'll call ZHP, for short, or 21 Solco Healthcare U.S., LLC, I'll call them Solco. Can 22 we agree to that? 23 A. Yes. 24 Q. And so if there's at any point I refer 25 to a shortened name of any defendant in this case and</p>

<p style="text-align: right;">Page 38</p> <p>1 you don't understand who I'm talking about, just let 2 me know. Okay?</p> <p>3 A. Yes.</p> <p>4 Q. Now, other than the companies I 5 represent, ZHP, Solco, et cetera, do you understand 6 there are other defendants in this case, and there are 7 other lawyers for both them and for the plaintiffs who 8 are listening in on this deposition?</p> <p>9 A. Yes.</p> <p>10 Q. Some of those people might ask you some 11 questions after I wrap up today. All right?</p> <p>12 A. Yes.</p> <p>13 Q. Now, can you tell me, what does MADA 14 hope to get out of this lawsuit?</p> <p>15 A. Reimbursement for the cost of the 16 medications that were contaminated and recalled, and 17 reimbursement for the replacement for people who had 18 some supply left that they needed to exchange.</p> <p>19 Q. I apologize for the delay here. I'm 20 just taking notes.</p> <p>21 VIDEOGRAPHER: Counsel, do you still 22 need this exhibit up?</p> <p>23 MR. DORNER: No, you can take that 24 down.</p> <p>25 BY MR. DORNER:</p>	<p style="text-align: right;">Page 40</p> <p>1 MR. HANSEL: Object to the form. If 2 this question calls for 3 attorney/client-privileged information, I 4 instruct the witness not to answer.</p> <p>5 BY MR. DORNER:</p> <p>6 Q. And no need to go into specifically 7 what your counsel told you. I'm just asking generally 8 how you found out you might have a claim.</p> <p>9 MR. HANSEL: Same objection.</p> <p>10 BY MR. DORNER:</p> <p>11 Q. You can answer.</p> <p>12 A. There have been, over time, a number of 13 cases that I have become aware of that have been in 14 the public domain or that we have received small 15 credits for through Anthem, and this would -- when we 16 became aware of this particular issue, this would be 17 one that I would think that we might have some 18 potential reimbursement coming.</p> <p>19 Q. Is MADA claiming that the 20 Valsartan-containing drugs that are at issue in this 21 case were ineffective for treating its members' 22 hypertension?</p> <p>23 MR. HANSEL: Object to the form. Calls 24 for a legal conclusion.</p> <p>25 BY MR. DORNER:</p>
<p style="text-align: right;">Page 39</p> <p>1 Q. So, it sounds like MADA is requesting 2 money damages in this case. Do you understand what an 3 injunction is?</p> <p>4 MR. HANSEL: Object to the form.</p> <p>5 BY MR. DORNER:</p> <p>6 Q. You can answer.</p> <p>7 A. Yes, in general terms.</p> <p>8 Q. What do you understand an injunction to 9 be?</p> <p>10 A. Basically, to stop doing something.</p> <p>11 Q. Good answer. Are you sure you're not a 12 lawyer?</p> <p>13 A. I'm positive.</p> <p>14 Q. Good for you. Is MADA requesting any 15 sort of injunctive relief in this case?</p> <p>16 A. Not that I'm aware.</p> <p>17 Q. What would MADA do with any proceeds 18 from this lawsuit?</p> <p>19 A. Put them into the Trust for the benefit 20 of the participants.</p> <p>21 Q. So, it's not going to pocket the money 22 for itself?</p> <p>23 A. No.</p> <p>24 Q. Can you tell me how MADA first became 25 aware that it might have a claim?</p>	<p style="text-align: right;">Page 41</p> <p>1 Q. You can answer.</p> <p>2 A. From my understanding, if the FDA 3 recalls a drug, it's probably not effective.</p> <p>4 Q. And so is MADA, in fact, alleging that 5 the medication was not effective at treating 6 hypertension?</p> <p>7 MR. HANSEL: Object to the form.</p> <p>8 BY MR. DORNER:</p> <p>9 Q. You can answer.</p> <p>10 A. Based on what I said before, yes.</p> <p>11 Q. And just for going forward for purposes 12 of this deposition, your counsel may have objections 13 throughout the day. I know I keep saying you can 14 answer. Generally speaking, you can answer after your 15 counsel makes an objection, unless he instructs you 16 not to. That might help us save a little bit of time, 17 get through this a little faster. Okay?</p> <p>18 A. Yes.</p> <p>19 MR. DORNER: Let's go to Exhibit 2, 20 please. And just zoom in a little bit to get 21 a better sense of what the document is. 22 (Document marked as Exhibit TB-2 for 23 identification.)</p> <p>24 BY MR. DORNER:</p> <p>25 Q. Mr. Brown, have you, by chance, seen</p>

<p style="text-align: right;">Page 42</p> <p>1 this document before?</p> <p>2 A. It looks like a list of medications. I</p> <p>3 don't recall seeing this specific list, no.</p> <p>4 MR. DORNER: And you can kill the</p> <p>5 zoom-out, Justin.</p> <p>6 BY MR. DORNER:</p> <p>7 Q. At times today you're going to hear me</p> <p>8 refer to "blood pressure medications," generally, or</p> <p>9 "substitute blood pressure medications," and what I'm</p> <p>10 really getting at when I say that is you had referred</p> <p>11 to, just a minute ago, you had referred to replacement</p> <p>12 medications that MADA is claiming it paid for on</p> <p>13 behalf of its members. And so when I refer to the</p> <p>14 term blood pressure medications, or substitute blood</p> <p>15 pressure medications, I'm essentially referring to the</p> <p>16 medications that are on this list here in Exhibit 2.</p> <p>17 Do you understand what I mean by that?</p> <p>18 A. I think so.</p> <p>19 Q. Now, you'll notice at lines 45 and 46,</p> <p>20 for example, on this page actually are Valsartan, and</p> <p>21 Valsartan and Hydrochlorothiazide, which I'll</p> <p>22 abbreviate as HCT. So, when I refer to "other blood</p> <p>23 pressure medications" or "substitute blood pressure</p> <p>24 medications," obviously, I'm not including Valsartan</p> <p>25 and Valsartan-containing products in that term. Okay?</p>	<p style="text-align: right;">Page 44</p> <p>1 through the pages of this?</p> <p>2 VIDEOGRAPHER: Just let me know when</p> <p>3 you need to go to the next page.</p> <p>4 THE WITNESS: Oh, go ahead. (Pause.)</p> <p>5 Okay. (Pause.) Okay. (Pause.) Okay. Yes,</p> <p>6 go ahead. (Pause.) That's fine.</p> <p>7 BY MR. DORNER:</p> <p>8 Q. I believe that's the last page.</p> <p>9 A. Okay.</p> <p>10 Q. So, Mr. Brown, have you seen this</p> <p>11 document before?</p> <p>12 A. Yes.</p> <p>13 Q. Could you tell me what it is?</p> <p>14 A. It's some questions that were asked of</p> <p>15 what MADA is, and requests for various documents that</p> <p>16 we worked with our attorneys to provide.</p> <p>17 Q. All right. I may refer to this</p> <p>18 document, up near the top of page 1 here it says</p> <p>19 Plaintiff's Fact Sheet. Again, I know that the print</p> <p>20 is small, so if you ever need to zoom in, let me know,</p> <p>21 but I may refer to Exhibit 3 as MADA's Plaintiff Fact</p> <p>22 Sheet. Okay?</p> <p>23 A. Yes.</p> <p>24 Q. Can you name for me the people who</p> <p>25 contributed information to this fact sheet?</p>
<p style="text-align: right;">Page 43</p> <p>1 Is that fair?</p> <p>2 A. Yes.</p> <p>3 Q. Great. If at any point you want to</p> <p>4 take the time to familiarize yourself with the</p> <p>5 medications on this list, feel free. I think we can</p> <p>6 probably get through today without you doing that, but</p> <p>7 if you ever do want to take a look, just let me know.</p> <p>8 All right?</p> <p>9 A. Yes.</p> <p>10 MR. HANSEL: How many pages is that</p> <p>11 exhibit?</p> <p>12 MR. DORNER: Five. Let's go ahead and</p> <p>13 go to Exhibit 3, please.</p> <p>14 (Document marked as Exhibit TB-3 for</p> <p>15 identification, and is designated as highly</p> <p>16 confidential.)</p> <p>17 BY MR. DORNER:</p> <p>18 Q. Mr. Brown, have you seen this document</p> <p>19 before? And let me back up and stop you before you</p> <p>20 answer. If you ever need Justin to scroll through the</p> <p>21 document, just let me know. Okay?</p> <p>22 A. How about if I could see the entirety</p> <p>23 of that, please?</p> <p>24 Q. Yes, absolutely.</p> <p>25 MR. DORNER: Justin, could you scroll</p>	<p style="text-align: right;">Page 45</p> <p>1 A. It would have been myself, on behalf of</p> <p>2 MADA, of the Trust, and I don't recall the list of all</p> <p>3 the documents you asked for, but to the extent that</p> <p>4 there was a request for lists of medications or</p> <p>5 whatever, that would have been Anthem.</p> <p>6 Q. Who at Anthem?</p> <p>7 A. I don't know who at Anthem would have</p> <p>8 prepared that document.</p> <p>9 Q. So, somebody within -- first of all,</p> <p>10 when you refer -- let me back up. When you refer to</p> <p>11 Anthem, you're referring to Anthem Blue Cross and Blue</p> <p>12 Shield; is that right?</p> <p>13 A. Yes.</p> <p>14 Q. Otherwise known as, I believe it's</p> <p>15 Anthem Health Plans of Maine, Inc.; is that correct?</p> <p>16 A. That sounds right.</p> <p>17 Q. I'm sure we'll see something later</p> <p>18 today with that on it. So, folks from Anthem, just to</p> <p>19 make sure I'm getting your testimony right, folks from</p> <p>20 Anthem contributed the list of medications, I believe</p> <p>21 you said; is that right?</p> <p>22 A. Yes.</p> <p>23 Q. And then the answers to the questions</p> <p>24 that are in this Plaintiff Fact Sheet, those came from</p> <p>25 you?</p>

<p style="text-align: right;">Page 46</p> <p>1 A. In my quick review of it, it looks like</p> <p>2 it, yes, because there are questions about what is</p> <p>3 MADA, et cetera.</p> <p>4 Q. Can you think of anybody else within</p> <p>5 MADA or the Association who helped provide information</p> <p>6 for this document?</p> <p>7 A. I probably would have asked the lady</p> <p>8 who handles billing to help me find some of the</p> <p>9 benefit descriptions or summaries of participants.</p> <p>10 Q. And who is that person?</p> <p>11 A. Carrian Gagne.</p> <p>12 Q. Could you spell that for the record,</p> <p>13 please?</p> <p>14 A. Sure. C-A-R-R-I-A-N, and the last name</p> <p>15 is G-A-G-N-E.</p> <p>16 Q. Thanks very much. Do you have personal</p> <p>17 knowledge of each of the answers that are given in</p> <p>18 this Plaintiff Fact Sheet?</p> <p>19 A. Except for anything that Anthem may</p> <p>20 have provided.</p> <p>21 Q. So, the rest would be a yes?</p> <p>22 A. Yes.</p> <p>23 MR. DORNER: Can we go to page 3,</p> <p>24 please, and if we can go to the answer to</p> <p>25 question 2.</p>	<p style="text-align: right;">Page 48</p> <p>1 Q. So, MADA has been offering some sort of</p> <p>2 insurance coverage for, is it, seventy-one years now?</p> <p>3 A. Yes.</p> <p>4 Q. When did MADA start offering</p> <p>5 prescription drug coverage?</p> <p>6 A. I guess I can't answer that question,</p> <p>7 because it probably preceded my involvement.</p> <p>8 Q. Okay. Well, then, let's do it this</p> <p>9 way. When did you become involved with the MADA</p> <p>10 Insurance Trust?</p> <p>11 A. 1974.</p> <p>12 Q. So, at least since 1974, MADA has been</p> <p>13 offering prescription drug coverage; is that fair to</p> <p>14 say?</p> <p>15 A. Yes.</p> <p>16 MR. DORNER: Okay. Let's go to page 4,</p> <p>17 and if we can zoom in on the first question</p> <p>18 there, A(1) and the answer. That's good.</p> <p>19 BY MR. DORNER:</p> <p>20 Q. So, this first question asks you to</p> <p>21 identify certain information for, and I'm quoting,</p> <p>22 "each program, product, and service offered by you,"</p> <p>23 MADA, "that covered Valsartan products during the</p> <p>24 Damages Period." Do you see that?</p> <p>25 A. Yes.</p>
<p style="text-align: right;">Page 47</p> <p>1 BY MR. DORNER:</p> <p>2 Q. This question asks about predecessor</p> <p>3 entities, mergers, consolidations, re-organizations,</p> <p>4 and you answered "None" to this question. Do you see</p> <p>5 that?</p> <p>6 A. Yes.</p> <p>7 Q. And I assume you have no reason to</p> <p>8 change that answer; is that right?</p> <p>9 A. No.</p> <p>10 Q. Okay. Oh, that's not right?</p> <p>11 A. I thought you asked me whether I had</p> <p>12 any reason to change that answer.</p> <p>13 Q. Okay. I think it was the way I asked</p> <p>14 the question. I might have done a bad job of that.</p> <p>15 You don't want to change your answer to this question,</p> <p>16 right?</p> <p>17 A. I do not.</p> <p>18 Q. How long has -- let's do the</p> <p>19 Association first. How long has the Association been</p> <p>20 around?</p> <p>21 A. December, 1944.</p> <p>22 Q. Wow. And how long has the Association,</p> <p>23 I guess, maintained -- let me back up. When did the</p> <p>24 Association start MADA, the Insurance Trust?</p> <p>25 A. I believe it was 1950.</p>	<p style="text-align: right;">Page 49</p> <p>1 Q. Now, as an answer to this question, if</p> <p>2 we look down at Attachment F, it looks like you</p> <p>3 attached the Maine Automobile Dealers Association</p> <p>4 Insurance Trust/Group Medical Plans, March 1, 2019.</p> <p>5 Do you see that answer?</p> <p>6 A. Yes.</p> <p>7 Q. Okay. Is MADA only claiming damages</p> <p>8 for claims from March 1, 2019 forward?</p> <p>9 MR. HANSEL: Object to the form. Calls</p> <p>10 for a legal conclusion.</p> <p>11 THE WITNESS: No.</p> <p>12 BY MR. DORNER:</p> <p>13 Q. Wouldn't the different plans have</p> <p>14 applied to claims that occurred before March 1, 2019?</p> <p>15 MR. HANSEL: Object to the form. You</p> <p>16 haven't even shown the witness the actual</p> <p>17 document.</p> <p>18 BY MR. DORNER:</p> <p>19 Q. You can answer.</p> <p>20 A. My understanding is we provided</p> <p>21 summaries of plans made available to the dealerships,</p> <p>22 and through the dealerships to their employees that</p> <p>23 covered multiple years. We did not always change the</p> <p>24 more expansive 100-page document every year, which I</p> <p>25 take to be Attachment F.</p>

HIGHLY CONFIDENTIAL

<p style="text-align: right;">Page 50</p> <p>1 Q. And I agree with you there. Really,</p> <p>2 what I'm getting at is why MADA attached the 2019 plan</p> <p>3 document if it's seeking damages from before 2019.</p> <p>4 A. Well, my assumption was that by</p> <p>5 providing the summaries of benefits, that gave</p> <p>6 indication of what we were covering.</p> <p>7 MR. DORNER: Can we go to page 5,</p> <p>8 please? And let's zoom in on question B,</p> <p>9 please, Justin.</p> <p>10 BY MR. DORNER:</p> <p>11 Q. This is a question about records</p> <p>12 retention, and the answer is: The Maine Automobile</p> <p>13 Dealers Association, Inc. Insurance Trust does not</p> <p>14 have a formal document retention policy. Is that</p> <p>15 accurate?</p> <p>16 A. Yes.</p> <p>17 Q. Could you describe, then, how MADA</p> <p>18 maintains its documents and records relating to</p> <p>19 prescription drug insurance?</p> <p>20 A. We have summaries of benefits that are</p> <p>21 available to the dealerships and through the</p> <p>22 dealerships to their employees. We do not have any</p> <p>23 records of what individual claims might look like or</p> <p>24 any of that. We have summaries of the benefits</p> <p>25 offered.</p>	<p style="text-align: right;">Page 52</p> <p>1 Q. So, this is billing info from MADA to a</p> <p>2 dealership; it's not from Anthem to MADA. Is that</p> <p>3 right?</p> <p>4 A. Yes.</p> <p>5 Q. You said MADA does not maintain any</p> <p>6 claims data whatsoever?</p> <p>7 A. Only in summary. Anthem sends us a</p> <p>8 bill, weekly, for the claims that they -- well, they</p> <p>9 send us a summary of the amounts of money they paid on</p> <p>10 behalf of the participants and the charges for their</p> <p>11 services. That is a summary. It doesn't list any</p> <p>12 individual information.</p> <p>13 Q. And I think we're going to get to that</p> <p>14 a little bit later, so I don't want to skip ahead.</p> <p>15 So, let's skip to electronic records relating to</p> <p>16 prescription drug insurance. Separate and apart from</p> <p>17 the documents that you've talked about, are there any</p> <p>18 other additional electronic records in MADA's</p> <p>19 possession that relate to prescription drug insurance?</p> <p>20 A. Well, we would have those bills that I</p> <p>21 pull off weekly. We probably have the summary benefit</p> <p>22 -- summary to benefit and coverages that Anthem</p> <p>23 prepares annually that go to the participants, copies</p> <p>24 of the annual agreement for them to provide services</p> <p>25 to us, things of that nature, I guess.</p>
<p style="text-align: right;">Page 51</p> <p>1 Q. So, the extent of MADA's documentation</p> <p>2 on-hand is limited to summaries of benefits of</p> <p>3 coverage; is that correct?</p> <p>4 A. In billing information, contact we</p> <p>5 might have with Anthem. We --</p> <p>6 Q. You said billing. I'm sorry, I didn't</p> <p>7 mean to interrupt you. Please keep going.</p> <p>8 A. Contracts with Anthem, I think is where</p> <p>9 I left off, and the broker.</p> <p>10 Q. When you refer to the broker, are you</p> <p>11 talking about whoever brokered the contract between</p> <p>12 Anthem and MADA?</p> <p>13 A. Yes.</p> <p>14 Q. Who is that broker?</p> <p>15 A. Cross Insurance.</p> <p>16 Q. Is that a local agency in Augusta?</p> <p>17 A. In Maine, headquartered in Bangor.</p> <p>18 Q. You mentioned billing info is one of</p> <p>19 the types of documents you have on-hand. What do you</p> <p>20 mean by billing info?</p> <p>21 A. Monthly, we send each participating</p> <p>22 dealership a list of the employees who are</p> <p>23 participating, and what coverages they have, and the</p> <p>24 premium that's associated with that, and ask the</p> <p>25 dealership to send us the money.</p>	<p style="text-align: right;">Page 53</p> <p>1 Q. When you refer to them, you're</p> <p>2 referring to Anthem?</p> <p>3 A. Right, I'm sorry, yes.</p> <p>4 Q. That's quite all right. That's quite</p> <p>5 all right. Does MADA have any e-mails relating to</p> <p>6 this case other than e-mails between it and its</p> <p>7 counsel?</p> <p>8 A. Not that I am aware of, no.</p> <p>9 Q. Does MADA itself keep track of the</p> <p>10 dollars that it alleges it spent on Valsartan or on</p> <p>11 substitute blood pressure medications?</p> <p>12 A. No.</p> <p>13 Q. Does MADA know who maintains records of</p> <p>14 reimbursements it allegedly paid for Valsartan or</p> <p>15 substitute blood pressure medications?</p> <p>16 A. Anthem would have those records.</p> <p>17 Q. What is MADA's capability of obtaining</p> <p>18 records from Anthem?</p> <p>19 A. Capability? Well, I guess we could ask</p> <p>20 them for a report of various things.</p> <p>21 Q. Has that happened at any point for this</p> <p>22 case?</p> <p>23 A. I believe that was a conversation</p> <p>24 between Anthem and our attorneys.</p> <p>25 Q. Were you in on any of those</p>

HIGHLY CONFIDENTIAL

<p style="text-align: right;">Page 54</p> <p>1 conversations?</p> <p>2 A. No.</p> <p>3 Q. Do you know who at Anthem was in on</p> <p>4 those conversations?</p> <p>5 A. No.</p> <p>6 Q. Do you have a guess?</p> <p>7 A. Well, initially, probably Patty Cobb,</p> <p>8 who was our account representative with Anthem. Other</p> <p>9 than that, I would not know.</p> <p>10 Q. I believe you said that was Patty. Is</p> <p>11 that P-A-T-T-Y?</p> <p>12 A. Yes.</p> <p>13 Q. And then was it Cobb, C-O-B-B?</p> <p>14 A. Yes.</p> <p>15 Q. And she works for Anthem?</p> <p>16 A. She does.</p> <p>17 MR. DORNER: Let's go to page 5,</p> <p>18 please. Oh, we are on page 5. I'm sorry.</p> <p>19 Can we zoom in on the next couple of questions</p> <p>20 under -- let's do all three questions under</p> <p>21 subsection C.</p> <p>22 BY MR. DORNER:</p> <p>23 Q. So, now, for your answer to these</p> <p>24 questions, the only person listed as having knowledge</p> <p>25 for each of these questions -- the only actual person</p>	<p style="text-align: right;">Page 56</p> <p>1 Q. So, generally, these questions ask</p> <p>2 about statements by MADA and/or MADA's agents that</p> <p>3 reflect its opinions or views regarding Valsartan</p> <p>4 products or the defendants' role related to the</p> <p>5 Valsartan product. For that first question, MADA</p> <p>6 answered "None." Is that accurate?</p> <p>7 A. Yes.</p> <p>8 Q. And it remains accurate since this</p> <p>9 Plaintiff Fact Sheet was provided to us?</p> <p>10 A. Yes.</p> <p>11 Q. Did MADA ever communicate with any of</p> <p>12 its members -- and let me back up here, because this</p> <p>13 is going to get confusing. When I'm referring to</p> <p>14 members today, I'm typically referring to people who</p> <p>15 receive their prescription drug coverage through MADA,</p> <p>16 not the dealerships. Can we proceed forward in that</p> <p>17 regard today, members equal people, not dealerships?</p> <p>18 A. Yes.</p> <p>19 Q. Okay, great. That will clear a lot up,</p> <p>20 because I wrote members in my outline, and I'll say it</p> <p>21 a lot. Did MADA ever communicate with any of its</p> <p>22 members about Valsartan at any point?</p> <p>23 A. No.</p> <p>24 Q. Other than its lawyers, MADA's never</p> <p>25 communicated with anybody about this case?</p>
<p style="text-align: right;">Page 55</p> <p>1 listed is yourself; is that right?</p> <p>2 A. Yes.</p> <p>3 Q. You also list an Anthem Health Plans of</p> <p>4 Maine, Inc. as a knowledgeable source. We've talked a</p> <p>5 little bit about who you know, who you don't know at</p> <p>6 Anthem. For purposes of your answers to these</p> <p>7 questions, who at Anthem are you referring to?</p> <p>8 MR. HANSEL: Object to the form.</p> <p>9 THE WITNESS: I wouldn't know all the</p> <p>10 persons at Anthem, and I wouldn't know --</p> <p>11 BY MR. DORNER:</p> <p>12 Q. Would -- I'm sorry.</p> <p>13 A. I wouldn't know who would be</p> <p>14 responsible for dealing with this.</p> <p>15 Q. Would Ms. Cobb?</p> <p>16 A. Yes.</p> <p>17 Q. Would you describe her as your primary</p> <p>18 contact at Anthem?</p> <p>19 A. Yes.</p> <p>20 Q. And is that true from 2012 to the</p> <p>21 present day?</p> <p>22 A. Yes.</p> <p>23 MR. DORNER: Can we go to page 6,</p> <p>24 please. Let's zoom in on questions 1 and 2.</p> <p>25 BY MR. DORNER:</p>	<p style="text-align: right;">Page 57</p> <p>1 A. Other than a conversation with Ms. Cobb</p> <p>2 and our attorneys, no.</p> <p>3 Q. What was the conversation with Ms.</p> <p>4 Cobb?</p> <p>5 A. Early on, one of the requests for</p> <p>6 documents had to do with medication lists, and that's</p> <p>7 not something we have, it's something that Anthem has,</p> <p>8 so I would have called Patty and said you're going to</p> <p>9 get a call from our attorneys, likely, about this</p> <p>10 request.</p> <p>11 Q. Is that the only contact you had with</p> <p>12 Anthem regarding this case; you, personally?</p> <p>13 A. Yes.</p> <p>14 Q. And that's the only contact of anybody</p> <p>15 at MADA with anybody outside of MADA for this case,</p> <p>16 right?</p> <p>17 A. Yes.</p> <p>18 MR. DORNER: All right. It's 9:46 in</p> <p>19 the East. We've been going for about an hour</p> <p>20 and 15 minutes, with some breaks in here, but</p> <p>21 I think now is probably a good time to take</p> <p>22 our first break. So, can we keep it to five</p> <p>23 minutes? Mr. Brown, is that okay, five</p> <p>24 minutes?</p> <p>25 THE WITNESS: Yes.</p>

HIGHLY CONFIDENTIAL

<p style="text-align: right;">Page 58</p> <p>1 MR. DORNER: Great, let's take five.</p> <p>2 VIDEOGRAPHER: The time is 9:47. This</p> <p>3 is the end of Media Unit 1. We are going off</p> <p>4 the record.</p> <p>5 (Recess taken from 9:47 a.m. to 9:55</p> <p>6 a.m.)</p> <p>7 VIDEOGRAPHER: The time is now 9:55.</p> <p>8 This begins Media Unit Number 2. We're back</p> <p>9 on the record.</p> <p>10 BY MR. DORNER:</p> <p>11 Q. All right. Mr. Brown, welcome back.</p> <p>12 One thing I wanted to ask about before we get into the</p> <p>13 substance here is I understand you have some</p> <p>14 involvement with the legislature in Maine; is that</p> <p>15 right?</p> <p>16 A. One of the Association's pieces of work</p> <p>17 is to represent their interests before the</p> <p>18 legislature, yes.</p> <p>19 Q. Do you have a sense this year of when</p> <p>20 the legislative session is going to end?</p> <p>21 A. They're scheduled to have the last day,</p> <p>22 I believe it's June 16th, but rarely do they meet that</p> <p>23 goal.</p> <p>24 Q. Understood. Well, whenever it happens,</p> <p>25 I certainly appreciate you making yourself available</p>	<p style="text-align: right;">Page 60</p> <p>1 Sorry, two more. There we go.</p> <p>2 BY MR. DORNER:</p> <p>3 Q. Does this ring a bell at all for you,</p> <p>4 Mr. Brown?</p> <p>5 A. No.</p> <p>6 Q. Would it be accurate, then, to say that</p> <p>7 nobody at MADA had a role in drafting this document?</p> <p>8 A. No, I did not.</p> <p>9 Q. Do you know if MADA provided any</p> <p>10 information that was used to prepare this document?</p> <p>11 MR. HANSEL: Object to the form. I</p> <p>12 believe the witness would really need to look</p> <p>13 through the entire document to answer that</p> <p>14 question, and especially any place where MADA</p> <p>15 is mentioned.</p> <p>16 BY MR. DORNER:</p> <p>17 Q. You can answer the question.</p> <p>18 A. My assumption is some of the</p> <p>19 information or answers we may have given our attorneys</p> <p>20 would be reflected, but I don't know that.</p> <p>21 Q. And we'll refer to some of the sections</p> <p>22 that relate to MADA, specifically. Don't worry, we'll</p> <p>23 get there. Let me ask it this way: Did MADA do any</p> <p>24 investigating, research, or factfinding on its own to</p> <p>25 support any of the allegations in any complaint?</p>
<p style="text-align: right;">Page 59</p> <p>1 in the midst of the legislative session. So, I just</p> <p>2 wanted to say that.</p> <p>3 A. Thank you.</p> <p>4 MR. DORNER: Let's pull up Exhibit 4,</p> <p>5 please.</p> <p>6 (Document marked as Exhibit TB-4 for</p> <p>7 identification.)</p> <p>8 BY MR. DORNER:</p> <p>9 Q. I'm not going to scroll through all the</p> <p>10 pages of this one, Mr. Brown, because it's 217 pages</p> <p>11 long, and that would take the better part of the hour</p> <p>12 to get through. So, I'll represent to you that this</p> <p>13 is the Third Amended Consolidated Economic Loss Class</p> <p>14 Action Complaint that Plaintiffs' Counsel have filed</p> <p>15 in this action. Do you understand what I mean?</p> <p>16 MR. HANSEL: Object to the form.</p> <p>17 BY MR. DORNER:</p> <p>18 Q. You can answer.</p> <p>19 A. I think so.</p> <p>20 Q. Okay. Have you seen this document</p> <p>21 before?</p> <p>22 A. No.</p> <p>23 MR. DORNER: And why don't we scroll</p> <p>24 through the first, let's call it five pages or</p> <p>25 so, just to make sure. Let's do one more.</p>	<p style="text-align: right;">Page 61</p> <p>1 A. No.</p> <p>2 Q. Do you understand that this is merely a</p> <p>3 proposed amended complaint, and that the Court hasn't</p> <p>4 decided yet whether or not to allow it?</p> <p>5 A. Yes.</p> <p>6 Q. But you understand, and if you don't,</p> <p>7 I'll represent to you, but you understand that this is</p> <p>8 the most recent version of the claim that MADA has</p> <p>9 filed and that its attorney want to make, right?</p> <p>10 MR. HANSEL: Object to the form.</p> <p>11 BY MR. DORNER:</p> <p>12 Q. You can answer.</p> <p>13 A. Yes.</p> <p>14 Q. So, MADA would stand behind all of the</p> <p>15 allegations in this document; true?</p> <p>16 MR. HANSEL: Objection. The witness</p> <p>17 has not been shown the entire document.</p> <p>18 MR. DORNER: Greg, you can just say</p> <p>19 objection. Greg, you can just say objection.</p> <p>20 You don't need to make a speaking objection.</p> <p>21 MR. HANSEL: Object to the form.</p> <p>22 MR. DORNER: Thank you.</p> <p>23 THE WITNESS: Without reading it, I</p> <p>24 assume I -- well, our attorneys must have done</p> <p>25 it, so I --</p>

<p style="text-align: right;">Page 62</p> <p>1 BY MR. DORNER:</p> <p>2 Q. Right, and that's not what I asked you.</p> <p>3 What I'm asking you is MADA supports and stands behind</p> <p>4 all of the allegations in this document relating to --</p> <p>5 MR. HANSEL: Object to the form.</p> <p>6 THE WITNESS: I really don't know how</p> <p>7 to answer that, because I haven't seen it and</p> <p>8 read it.</p> <p>9 BY MR. DORNER:</p> <p>10 Q. You haven't seen or read this document,</p> <p>11 ever, to your knowledge?</p> <p>12 A. Right, yes.</p> <p>13 Q. Okay. So, this document was filed</p> <p>14 before you ever read it; is that accurate?</p> <p>15 MR. HANSEL: Object to the form.</p> <p>16 THE WITNESS: Yes.</p> <p>17 MR. DORNER: Let's go to paragraph 71,</p> <p>18 please. It's on page 53. Excuse me while I</p> <p>19 go there myself. There we go.</p> <p>20 BY MR. DORNER:</p> <p>21 Q. So, this paragraph, I want to focus in,</p> <p>22 specifically, on the last sentence in this paragraph.</p> <p>23 It says, "MADA's payments include payments made on</p> <p>24 behalf of members in Maine, Florida, and New Jersey."</p> <p>25 Did I read that correctly?</p>	<p style="text-align: right;">Page 64</p> <p>1 Q. When MADA makes reimbursements for the</p> <p>2 Valsartan-containing drugs or substitute blood</p> <p>3 pressure medications, does that payment come from an</p> <p>4 account located in Maine?</p> <p>5 A. We pay Anthem from an account in Maine.</p> <p>6 Q. That's what I was getting at, yes. Is</p> <p>7 MADA seeking to recover costs for visits to healthcare</p> <p>8 professionals to obtain substitute prescriptions in</p> <p>9 this case?</p> <p>10 MR. HANSEL: Object to the form.</p> <p>11 THE WITNESS: No.</p> <p>12 BY MR. DORNER:</p> <p>13 Q. Other than the cost that we previously</p> <p>14 talked about, substitute blood pressure medications</p> <p>15 and the recalled Valsartan, are there any other</p> <p>16 categories of costs MADA is seeking to recover?</p> <p>17 MR. HANSEL: Object to the form.</p> <p>18 THE WITNESS: No.</p> <p>19 BY MR. DORNER:</p> <p>20 Q. Now, in this same paragraph it claims</p> <p>21 MADA, let me get my spot here, MADA purchased VCDs</p> <p>22 from the ZHP Defendants, the Hetero Defendants, the</p> <p>23 Mylan Defendants, the Aurobindo Defendants, and the</p> <p>24 Torrent Defendants. Do you see where I read that?</p> <p>25 A. Yes.</p>
<p style="text-align: right;">Page 63</p> <p>1 A. Yes.</p> <p>2 Q. Are these the only states in which MADA</p> <p>3 has members who purchased some of the Valsartan at</p> <p>4 issue?</p> <p>5 A. I can't answer that question, because</p> <p>6 only Anthem would have that data.</p> <p>7 Q. MADA doesn't know where its members, I</p> <p>8 guess, reside?</p> <p>9 A. We know where our members reside. We</p> <p>10 don't know where members may have purchased various</p> <p>11 medications, as people go on vacation, they go away on</p> <p>12 business trips, they have spouses or children that may</p> <p>13 be in different places, at school, or for whatever</p> <p>14 purpose.</p> <p>15 Q. And MADA didn't verify that the only</p> <p>16 purchases of Valsartan occurred in Maine, Florida, and</p> <p>17 New Jersey? MADA didn't intently verify that?</p> <p>18 A. Anthem must have given that information</p> <p>19 to people, to the attorneys, I'm assuming.</p> <p>20 Q. So, let me back up. MADA didn't verify</p> <p>21 this allegation, right?</p> <p>22 MR. HANSEL: Object to the form.</p> <p>23 BY MR. DORNER:</p> <p>24 Q. You can answer.</p> <p>25 A. No.</p>	<p style="text-align: right;">Page 65</p> <p>1 Q. There's no mention of Teva</p> <p>2 Pharmaceuticals in this paragraph, is there?</p> <p>3 A. No.</p> <p>4 Q. Is MADA familiar with who or what Teva</p> <p>5 Pharmaceuticals is?</p> <p>6 A. No.</p> <p>7 Q. Even though they're not listed in this</p> <p>8 paragraph, is MADA pursuing a claim against Teva</p> <p>9 Pharmaceuticals?</p> <p>10 MR. HANSEL: Object to the form.</p> <p>11 THE WITNESS: No.</p> <p>12 BY MR. DORNER:</p> <p>13 Q. Is MADA familiar with what a</p> <p>14 pharmaceutical wholesaler is?</p> <p>15 A. In general terms, that would be</p> <p>16 somebody who -- my understanding is that it would be</p> <p>17 somebody who is an intermediary between the</p> <p>18 manufacturer of the medications and the pharmacies and</p> <p>19 people who deliver it to people who use it.</p> <p>20 Q. There are no wholesalers listed in this</p> <p>21 paragraph, and I'll represent to you that in this</p> <p>22 document there are no allegations that any specific</p> <p>23 wholesaler ever sold recalled Valsartan to MADA. So,</p> <p>24 my question to you is is MADA pursuing a claim against</p> <p>25 wholesalers in this case?</p>

HIGHLY CONFIDENTIAL

<p style="text-align: right;">Page 66</p> <p>1 MR. HANSEL: Object to the form.</p> <p>2 BY MR. DORNER:</p> <p>3 Q. You can answer.</p> <p>4 A. No.</p> <p>5 Q. Is MADA familiar with what a repackager</p> <p>6 or a relabeler is?</p> <p>7 A. My assumption is that that is somebody</p> <p>8 who purchases the medications from the manufacturer,</p> <p>9 puts their own name on it, and sells it to pharmacies.</p> <p>10 Q. There are no -- well, I'll represent to</p> <p>11 you there are no repackagers or relabelers in this</p> <p>12 paragraph, so I'll ask, is MADA pursuing a claim</p> <p>13 against any repackager or relabeler defendant?</p> <p>14 MR. HANSEL: Object to the form.</p> <p>15 THE WITNESS: No.</p> <p>16 MR. DORNER: Let's go to paragraph 72,</p> <p>17 please. And unfortunately, paragraph 72 spans</p> <p>18 two pages, I believe, so Justin, are you able</p> <p>19 to get 72 from both pages and put them on top</p> <p>20 of each other or side-by-side? Actually, back</p> <p>21 up. Can you get the footnote in there, too?</p> <p>22 We'll start here. That's fine.</p> <p>23 BY MR. DORNER:</p> <p>24 Q. This paragraph lists what MADA calls</p> <p>25 exemplar payments for Valsartan-containing drugs, and</p>	<p style="text-align: right;">Page 68</p> <p>1 Q. And I -- I'm sorry, I didn't mean to</p> <p>2 interrupt.</p> <p>3 A. Can you reask the question?</p> <p>4 Q. I'd be happy to. Can you provide some</p> <p>5 detail or an explanation as to what the last sentence</p> <p>6 in footnote 5 is saying?</p> <p>7 A. No, I cannot.</p> <p>8 Q. Does it mean that if an impurity in a</p> <p>9 particular medication hadn't been disclosed prior to</p> <p>10 the FDA's recall, then MADA's reimbursement for that</p> <p>11 medication would not be on this list?</p> <p>12 MR. HANSEL: Objection, asked and</p> <p>13 answered.</p> <p>14 BY MR. DORNER:</p> <p>15 Q. You can answer.</p> <p>16 A. I don't know.</p> <p>17 Q. It mentions the word disclosed. Do you</p> <p>18 know specifically with the word disclosed what</p> <p>19 constitutes a disclosure?</p> <p>20 A. Other than the pure meaning of</p> <p>21 disclosed, no.</p> <p>22 Q. Right, but it doesn't mean publicly</p> <p>23 disclosed or privately disclosed? You don't know</p> <p>24 that?</p> <p>25 A. I do not.</p>
<p style="text-align: right;">Page 67</p> <p>1 it says, "In each instance, MADA received a request to</p> <p>2 reimburse a prescription drug filled on behalf of a</p> <p>3 member for a particular date filled indicated below.</p> <p>4 MADA paid the amounts indicated for the contaminated,</p> <p>5 FDA-recalled lots of VCDs." Do you see where I read</p> <p>6 that?</p> <p>7 A. Yes.</p> <p>8 Q. Now, I want to skip down to the</p> <p>9 footnote here. This footnote says, "The</p> <p>10 representative payments in the table below," and I</p> <p>11 think that's referring to, actually, the table sort of</p> <p>12 above, as well. "The representative payments in the</p> <p>13 table below correspond to the FDA's list of recalled</p> <p>14 VCDs with expiration dates ranging from 2018 through</p> <p>15 2020. The table below does not list any payments made</p> <p>16 for VCDs whose contamination was not disclosed prior</p> <p>17 to the FDA's recall." Did I read that correctly?</p> <p>18 A. Yes.</p> <p>19 Q. Now, I want to hone in on the last</p> <p>20 sentence there, starting with, "The table below does</p> <p>21 not list." Frankly, I don't know what that means, and</p> <p>22 so can you provide some detail as to what that</p> <p>23 sentence is getting at?</p> <p>24 A. I'd have to defer to our attorneys for</p> <p>25 that.</p>	<p style="text-align: right;">Page 69</p> <p>1 Q. With respect to costs paid for</p> <p>2 Valsartan, is MADA limiting the scope of its claim to</p> <p>3 the FDA's recall list?</p> <p>4 MR. HANSEL: Object to the form.</p> <p>5 BY MR. DORNER:</p> <p>6 Q. That was a terrible question. Can I</p> <p>7 try to reask that, Mr. Brown?</p> <p>8 A. Sure.</p> <p>9 Q. All right. So, you've testified that</p> <p>10 MADA, part of its damages that it's seeking are costs</p> <p>11 that it paid associated with recalled Valsartan; is</p> <p>12 that right?</p> <p>13 A. Yes.</p> <p>14 Q. So, if we were to look at the list of</p> <p>15 recalled Valsartan from the FDA, that would be the</p> <p>16 full scope of medications that could possibly be</p> <p>17 included in MADA's claim; is that right?</p> <p>18 MR. HANSEL: Object to the form.</p> <p>19 THE WITNESS: That's my understanding.</p> <p>20 MR. DORNER: Can we go to paragraph --</p> <p>21 let me back up real quick. Can you pull that</p> <p>22 right back up?</p> <p>23 BY MR. DORNER:</p> <p>24 Q. We had been talking previously about</p> <p>25 whether or not MADA had -- whether MADA stood behind</p>

<p style="text-align: right;">Page 70</p> <p>1 the allegations in this complaint, whether it had 2 reviewed them. Did MADA review this specific 3 allegation before it was filed in court? 4 THE WITNESS: In general terms, yes, 5 but I do not know anything about the specifics 6 of the dollars and cents, or the dates, or the 7 type of medication or manufacturer. 8 BY MR. DORNER: 9 Q. Okay. So, you reviewed this specific 10 paragraph in this document before it was filed? 11 A. No. 12 MR. DORNER: Let's go to paragraph 173, 13 which is on page 78. And I apologize, that's 14 page 78 of the pdf. That's my fault. I 15 believe this is page 72 of the complaint, on 16 the bottom. 17 VIDEOGRAPHER: I'm sorry. What 18 paragraph? 19 MR. DORNER: 173. And this is another 20 split, if we could go to the next page. If we 21 could put those side-by-side, please? 22 Fantastic. 23 BY MR. DORNER: 24 Q. Now, I want to focus on, I guess, the 25 last sentence in this paragraph, Mr. Brown. You</p>	<p style="text-align: right;">Page 72</p> <p>1 Q. Did it ever communicate with any 2 defendant in this case about Valsartan? 3 A. No. 4 Q. Before the recall, did anyone at MADA 5 ever go to a website of any defendant in this case? 6 A. No. 7 Q. Before filing this lawsuit, did anyone 8 at MADA review -- I'm sorry, strike that. Does MADA 9 have knowledge that anybody at Anthem Blue Cross and 10 Blue Shield reviewed the website of any defendant, I 11 guess, at any point? 12 A. I have no knowledge. 13 Q. Does MADA have any knowledge that any 14 Pharmacy Benefits Manager working on behalf of Anthem 15 reviewed any representations from any defendant? 16 A. No. 17 Q. Before filing this case, did anyone at 18 MADA review any printed literature regarding 19 Valsartan-containing drugs from any defendant in this 20 case? 21 A. No. 22 Q. Does MADA have any knowledge that 23 anybody at Anthem reviewed any literature about 24 Valsartan? 25 A. No.</p>
<p style="text-align: right;">Page 71</p> <p>1 haven't seen this paragraph before; is that right? 2 A. That's correct. 3 Q. Let's look at the last sentence here, 4 beginning with the word thus. "Thus, the TPPs 5 permitted the VCDs to be included on their formularies 6 based on the Defendants' misrepresentations that their 7 VCDs were generic equivalent, therapeutic equivalent, 8 and bioequivalent to brand-named Diovan, satisfied all 9 compendia, quality, purity and other requirements, 10 complied with all cGMPs, and were safe for 11 consumption." Do you see that? 12 A. Yes. 13 Q. Are you familiar with what a formulary 14 is? 15 A. Generally. 16 Q. What is a formulary? 17 A. It's a list of medications that Anthem 18 would have included in the benefits that were made 19 available to us. 20 Q. So, it's a drug list, right? 21 A. Yes. 22 Q. Did MADA itself ever review any 23 representations from any defendant in this case about 24 Valsartan? 25 A. No.</p>	<p style="text-align: right;">Page 73</p> <p>1 Q. What about any Pharmacy Benefit 2 Manager? 3 A. No. 4 Q. Before filing this case, did anyone at 5 MADA have any communications, oral or written, with 6 any of the defendants in this case? 7 A. No. 8 Q. Does MADA have any knowledge that 9 anybody at Anthem had any oral or written 10 communications with anybody -- with any defendant in 11 this case pertaining to Valsartan? 12 A. No. 13 Q. And same question but for between any 14 PBMs and any defendant. 15 A. No. 16 Q. For the recall, did anybody at MADA 17 ever review any prescription labels or package inserts 18 for any form of Valsartan-containing drug? 19 A. No. 20 Q. Does MADA have any information that 21 anybody at Anthem reviewed any prescription labels or 22 package inserts for any Valsartan-containing drug? 23 A. No. 24 Q. Does MADA have any knowledge that any 25 Pharmacy Benefits Manager reviewed any package insert</p>

<p style="text-align: right;">Page 74</p> <p>1 or prescription label related to Valsartan?</p> <p>2 A. No.</p> <p>3 Q. Is it the normal course of business for</p> <p>4 MADA to review advertising material, drug labels, or</p> <p>5 prescription package inserts of the medications on the</p> <p>6 formulary applicable to its plan?</p> <p>7 A. No, we don't review those.</p> <p>8 MR. DORNER: Let's go to paragraph 174,</p> <p>9 please, the next one down.</p> <p>10 BY MR. DORNER:</p> <p>11 Q. I want to focus on the last sentence in</p> <p>12 this paragraph. It says, "TPPs," and that stands for</p> <p>13 third-party payors. MADA is claiming it's a</p> <p>14 third-party payor. Do you understand that?</p> <p>15 A. Yes.</p> <p>16 Q. And you agree with that, right?</p> <p>17 A. Yes.</p> <p>18 Q. TPPs provide copies of their PBM's</p> <p>19 formularies to providers, pharmacists, and patients in</p> <p>20 their network to aid prescribers' adherence to the</p> <p>21 formulary. Has MADA ever provided a copy of any</p> <p>22 formulary to any of its members?</p> <p>23 A. Anthem would have provided them that</p> <p>24 information. We did not.</p> <p>25 Q. Have you or anybody at MADA actually</p>	<p style="text-align: right;">Page 76</p> <p>1 Maine before legislature, State agencies, and offers</p> <p>2 some programs and services to the membership.</p> <p>3 Q. And then the Trust is --</p> <p>4 A. The Trust's sole responsibility is to</p> <p>5 offer benefit programs related to health, dental,</p> <p>6 vision, and life with short-term disability to</p> <p>7 dealerships which are members of the Association, and</p> <p>8 through the dealerships to their employees and their</p> <p>9 employees' dependents.</p> <p>10 Q. Is it the MADA Insurance Trust's</p> <p>11 understanding that the Association is not filing any</p> <p>12 claims in connection with Valsartan?</p> <p>13 A. Yes.</p> <p>14 MR. DORNER: Let's pull up Exhibit 5,</p> <p>15 please.</p> <p>16 (Document marked as Exhibit TB-5 for</p> <p>17 identification.)</p> <p>18 BY MR. DORNER:</p> <p>19 Q. All right. Mr. Brown, can you -- well,</p> <p>20 before we begin, down at the bottom right-hand corner</p> <p>21 of this document --</p> <p>22 MR. DORNER: Can you just zoom in on</p> <p>23 that real fast, Justin, the Bates stamp?</p> <p>24 BY MR. DORNER:</p> <p>25 Q. Do you see that alphanumeric</p>
<p style="text-align: right;">Page 75</p> <p>1 seen Anthem provide a formulary to any member or</p> <p>2 pharmacy?</p> <p>3 A. No.</p> <p>4 Q. Did you find anything in any of the</p> <p>5 paragraphs of the complaint that we just reviewed to</p> <p>6 be inaccurate?</p> <p>7 A. No.</p> <p>8 MR. DORNER: We can take this exhibit</p> <p>9 down.</p> <p>10 BY MR. DORNER:</p> <p>11 Q. Now, we talked about this a little bit</p> <p>12 before, Mr. Brown. I just want to make sure it's</p> <p>13 clear for the record. Can you explain the difference</p> <p>14 between the Association and the MADA Insurance Trust?</p> <p>15 MR. HANSEL: I want to object to the</p> <p>16 form to the extent that Mr. Brown is not here</p> <p>17 to testify on behalf of the Maine Auto Dealers</p> <p>18 Association itself. They are not a party to</p> <p>19 this case. They are a separate entity. And I</p> <p>20 object to any further questions about the</p> <p>21 Association itself.</p> <p>22 BY MR. DORNER:</p> <p>23 Q. You may answer.</p> <p>24 A. The Association is and represents the</p> <p>25 interests of franchise new car and truck dealers in</p>	<p style="text-align: right;">Page 77</p> <p>1 designation, MADA 000456?</p> <p>2 A. Yes.</p> <p>3 Q. So, that's called a Bates number, and</p> <p>4 it's how lawyers tend to keep track of documents that</p> <p>5 have been produced in the discovery process. So,</p> <p>6 generally, for purposes of this deposition, I'm going</p> <p>7 to refer to page numbers as their Bates number. There</p> <p>8 may be another number on the page, 1, 2, 3, 4, 5,</p> <p>9 whatever, but I'm going to refer to the Bates number</p> <p>10 just so we can all literally stay on the same page.</p> <p>11 Okay?</p> <p>12 A. Yes.</p> <p>13 MR. DORNER: We can go out of that</p> <p>14 blow-up. There we go.</p> <p>15 BY MR. DORNER:</p> <p>16 Q. Do you recognize the document that is</p> <p>17 on the screen?</p> <p>18 A. Yes.</p> <p>19 Q. What is it?</p> <p>20 A. It is the expanded description of the</p> <p>21 Trust's medical plan benefits and administrative</p> <p>22 issues. It describes the benefits, it describes</p> <p>23 COBRA, it describes appeals, a variety of things</p> <p>24 related to how the medical plan works.</p> <p>25 Q. Would it be appropriate to call this a</p>

<p style="text-align: right;">Page 78</p> <p>1 plan document?</p> <p>2 A. Yes.</p> <p>3 Q. Now, this document is dated on its face</p> <p>4 March 1st, 2015. Is that the effective date of this</p> <p>5 document?</p> <p>6 A. Yes.</p> <p>7 Q. Would this document have been the</p> <p>8 governing plan document for MADA's prescription drug</p> <p>9 benefits through the end of the year 2018?</p> <p>10 A. In general terms, yes. There may have</p> <p>11 been slight changes to some benefits that were not --</p> <p>12 that would not be reflected in this. It would reflect</p> <p>13 the benefits in effect as of March 1st of 2015.</p> <p>14 Q. Understood. And the specific benefits,</p> <p>15 how much a co-pay is, how much co-insurance is, that</p> <p>16 would be in the summaries of benefits overviews,</p> <p>17 right, the benefits overview documents?</p> <p>18 A. Yes.</p> <p>19 Q. And we'll get to those. I don't want</p> <p>20 to make you think you need to answer every question</p> <p>21 just looking at this one page, but I appreciate the</p> <p>22 clarification. Is MADA aware that the recall of</p> <p>23 Valsartan products began in the summer of 2018?</p> <p>24 A. Yes.</p> <p>25 Q. And so if this plan extended through</p>	<p style="text-align: right;">Page 80</p> <p>1 THE WITNESS: Again, in general terms,</p> <p>2 yes, with the exception of potential changes</p> <p>3 in benefits, yes.</p> <p>4 BY MR. DORNER:</p> <p>5 Q. Sure. And those specific changes would</p> <p>6 be reflected on the yearly benefits overviews,</p> <p>7 correct?</p> <p>8 A. Yes.</p> <p>9 MR. DORNER: Let's go to page 4, ending</p> <p>10 in 458, please.</p> <p>11 BY MR. DORNER:</p> <p>12 Q. And the top sentence here says, "The</p> <p>13 benefits and coverage described herein are provided</p> <p>14 through a trust fund established and funded by a group</p> <p>15 of employers." I assume that group of employers is</p> <p>16 all of the dealerships that are members of the</p> <p>17 Association, right?</p> <p>18 A. No.</p> <p>19 Q. What is the group of employers that</p> <p>20 funds the trust?</p> <p>21 A. The dealerships that participate in the</p> <p>22 trust.</p> <p>23 Q. Understood. I thought I had asked</p> <p>24 that, but maybe I didn't. But I think we're on the</p> <p>25 same page. Who is the trustee?</p>
<p style="text-align: right;">Page 79</p> <p>1 2018, then this would have been the plan document in</p> <p>2 effect when MADA would have purchased all of the</p> <p>3 substitute blood pressure medications it alleged it</p> <p>4 had to pay for, right?</p> <p>5 MR. HANSEL: Object to the form.</p> <p>6 THE WITNESS: In general terms, yes.</p> <p>7 BY MR. DORNER:</p> <p>8 Q. What do you mean, in general terms?</p> <p>9 A. With the potential exception being</p> <p>10 changes in co-pays, et cetera, reflected in the</p> <p>11 benefit outlines.</p> <p>12 Q. Let me ask it a different way. MADA</p> <p>13 was done purchasing replacement medications by the end</p> <p>14 of 2018, right?</p> <p>15 MR. HANSEL: Objection. Object to the</p> <p>16 form, foundation.</p> <p>17 THE WITNESS: My assumption is yes.</p> <p>18 BY MR. DORNER:</p> <p>19 Q. This document from March 1st, 2018</p> <p>20 through at least -- excuse me, I misspoke. For the</p> <p>21 period of March 1st, 2015 through at least December 31</p> <p>22 of 2018, this plan document would have governed all of</p> <p>23 the individual plans that MADA offered its members,</p> <p>24 right?</p> <p>25 MR. HANSEL: Object to the form.</p>	<p style="text-align: right;">Page 81</p> <p>1 A. I think I need an explanation of what</p> <p>2 you mean by trustee.</p> <p>3 Q. Sure. Well, this is a trust, right,</p> <p>4 that we're talking about, a trust?</p> <p>5 A. Yes.</p> <p>6 Q. Trusts have trustees, don't they?</p> <p>7 A. Yes. There is a board of trustees that</p> <p>8 works on trust matters.</p> <p>9 Q. So, MADA has a board, then, is what I'm</p> <p>10 hearing?</p> <p>11 A. Yes.</p> <p>12 Q. And they're the trustees.</p> <p>13 A. Yes.</p> <p>14 Q. Okay. Is that board simply called the</p> <p>15 Board of Trustees for the MADA Insurance Trust?</p> <p>16 A. Yes.</p> <p>17 MR. DORNER: We can lose this call-out.</p> <p>18 BY MR. DORNER:</p> <p>19 Q. It says at the bottom here that the</p> <p>20 Association is the plan administrator. Is that your</p> <p>21 understanding, as well? And let me direct you to</p> <p>22 where I'm looking at here. In the last sentence, it</p> <p>23 refers to you as president of the plan administrator,</p> <p>24 the Maine Automobile Dealers Association, Inc.</p> <p>25 A. Yes.</p>

HIGHLY CONFIDENTIAL

<p style="text-align: right;">Page 82</p> <p>1 Q. Okay. Was the Association the plan 2 administrator at all times from 2012 to the present? 3 A. Yes. 4 Q. What's your understanding of the 5 Association's -- back up. What is MADA's 6 understanding of the Association's duties as the plan 7 administrator? 8 A. Well, I guess my understanding would be 9 that in order to form the trust, there had to be a 10 body who formed the trust which would have been some 11 member dealerships at one point in time, well before 12 me. 13 Q. So, would it be accurate to 14 characterize your understanding that the administrator 15 forms the trust, but then they don't have any ongoing 16 duties? Is that what you're saying? 17 MR. HANSEL: Object to the form. 18 THE WITNESS: Not that I'm aware. 19 MR. HANSEL: Let's go to page 468. 20 BY MR. DORNER: 21 Q. Here it says, in the middle of the 22 page, the plan sponsor is MADA. Is that also your 23 understanding? 24 A. Yes. 25 Q. And that's MADA's understanding, as</p>	<p style="text-align: right;">Page 84</p> <p>1 be it. 2 Q. So, it's Ms. Gagne who records 3 payments? Is that what you said? 4 A. No, Ms. Gagne handles the billing, 5 enrollment, and that type of thing. 6 Q. Oh, I see. And then who is the person 7 who handles recording payments? 8 A. Her name is Nancy Trundy. 9 Q. Spell the last name. 10 A. T-R-U-N-D-Y. 11 Q. Just curious, was it either Ms. Gagne 12 or Ms. Trundy who has helped get this deposition 13 connection set up? 14 A. No. 15 Q. Who's in charge of monitoring MADA's 16 finances? 17 A. I am, on a day-to-day basis. 18 Q. Who audits MADA? 19 A. A CPA firm. 20 Q. Who prepares the annual Form 5500s? 21 A. A CPA firm. 22 Q. Do you know what that firm is? 23 A. Wipfli, W-I-P-F-L-I. 24 Q. Local to Augusta? 25 A. They have an office in Augusta. It's a</p>
<p style="text-align: right;">Page 83</p> <p>1 well? 2 A. Yes. 3 Q. Was MADA the plan sponsor from 2012 to 4 the present? 5 A. Yes. 6 Q. And what is MADA's understanding of 7 what the plan sponsor is supposed to do? 8 A. Manage the program on a day-to-day 9 basis and make sure that the participations are 10 handled appropriately, that the billing is handled 11 appropriately, that claims are paid appropriately, and 12 so on. 13 Q. You mention and so on. Is there 14 anything else you wanted to add, any specifics that 15 you can add? 16 A. Well, basically, the day-to-day 17 operations of making sure the participants are 18 appropriately handled. 19 Q. Now, it says here that you are the 20 contact person for the plan sponsor. One of the 21 topics of your deposition seeks the identities of 22 other people who are working for MADA. So, who else 23 actually works for MADA? 24 A. Ms. Gagne, that I mentioned before. A 25 person who handles recording the payments. That would</p>	<p style="text-align: right;">Page 85</p> <p>1 firm that I believe is headquartered in Wisconsin. 2 They purchased the local one. 3 Q. I understand. Thank you. Has anybody 4 at MADA prepared any summaries that relate to any of 5 MADA's claims in this case? 6 A. Summaries? What do you mean by 7 summaries? 8 Q. Sure. And I don't want to get into any 9 legal memos. I don't want to get into any legal 10 analysis that your counsel has sent you. I'm not 11 talking about that. What I'm talking about is any 12 internal documents that anybody at MADA might have 13 prepared as to how much you should claim, or what the 14 case is about. Really, any documents like that. Has 15 anybody prepared anything like that? 16 A. No. 17 MR. HANSEL: Object to the form. 18 BY MR. DORNER: 19 Q. That was a no? 20 A. That was a no. 21 Q. Thank you, sir. Has anybody at MADA 22 reviewed data on claims by MADA members for coverage 23 for Valsartan-containing drugs or substitute blood 24 pressure medications for purposes of this litigation? 25 A. No.</p>

<p style="text-align: right;">Page 86</p> <p>1 MR. DORNER: Can we go to page 470, 2 please? 3 BY MR. DORNER: 4 Q. Under the Eligible Employees section it 5 says, "All regular, full-time employees of a 6 Participating Trust Employer working at least 30 hours 7 per week in the service of the Participating Trust 8 Employer," are eligible for coverage under the group 9 health plan. Obviously, I don't want a list of all of 10 these participating trust employers. Is that that 85 11 percent number you had referred to earlier? Is that 12 who would be the participating trust employers? 13 A. Yes. 14 Q. And I think we said that's roughly 15 between ninety and a hundred dealerships? 16 A. Roughly, yes. 17 Q. Has that number been consistent since, 18 let's say, 2017? 19 A. Fairly consistent, yes. 20 Q. It's not required for a dealership to 21 join the Association or to join as a Participating 22 Trust Employer, is it? 23 A. No. 24 Q. Are businesses other than automobile 25 dealerships allowed to become Participating Trust</p>	<p style="text-align: right;">Page 88</p> <p>1 to the present, did MADA coverage differ in terms of 2 who was eligible, from what is stated here? 3 A. No. Well, excuse me. I don't know 4 when the federal rules on 26th birthday would have 5 become effective. 6 Q. Understandable. And I don't know 7 either, but that would be -- would it be fair to say 8 that's the only change to who would be eligible to be 9 a plan participant? 10 A. Yes. 11 Q. And you're referring to the item number 12 3, "The eligible employees/spouse's children under 13 age 26?" Is that what you're referring to? 14 A. Well, actually, 3, 4, and 5, they all 15 mention age 26. 16 Q. Good point. I don't think I've asked 17 this, so if I have I apologize. From 2012 to the 18 present, roughly, what's the whole number of 19 individuals, so employees, spouses, defendants, 20 covered by any of MADA's prescription drug plans? 21 MR. HANSEL: Object to the form. 22 THE WITNESS: Somewhere between 5,000 23 and 5,500. 24 BY MR. DORNER: 25 Q. Okay. I recall that. So, I apologize</p>
<p style="text-align: right;">Page 87</p> <p>1 Employers? 2 A. No. 3 Q. Are contributions from the 4 Participating Trust Employers, are those ongoing or 5 was it like a one-time thing? 6 A. We bill them every month. 7 Q. Is that bill based upon the claims of 8 their employees? 9 A. The bill reflects the premium that has 10 been established for whatever benefits that employee 11 may have chosen to enroll in. 12 Q. Are there some administrative fees, 13 then, also, in addition to the premiums? 14 A. No. 15 Q. So, just premiums? (Pause.) Right? 16 A. I'm sorry. Yes. 17 Q. It was a bad question, so you were 18 right to wait. 19 MR. DORNER: Can we go to page 471, 20 please? And let's zoom in on the third 21 section, Who is Eligible. There we go. 22 BY MR. DORNER: 23 Q. And Mr. Brown, you may know this off 24 the top of your head, but if you want to review it, 25 that's fine, but my question is going to be from 2012</p>	<p style="text-align: right;">Page 89</p> <p>1 for asking again. Do MADA's plans cover anybody 2 living outside of Maine? So, as an example, a 3 dependent, a 21 year-old at college in New Hampshire, 4 would they be covered? Could they be covered? 5 A. Yes. 6 Q. What about in the case of a dealership 7 employee who lives in, say, New Hampshire, could they 8 get coverage under MADA's programs? 9 A. If they were a full-time employee of a 10 Maine dealership participating in the Trust, yes. 11 Q. Down a little bit, actually it's the 12 last sentence in this call-out here, it says, "The 13 Plan Administrator and Contract Administrators reserve 14 the right to verify continued eligibility for all Plan 15 Participants." My first question is does -- let's 16 see. Does the Association verify the eligibility of 17 members? 18 MR. HANSEL: Objection. The 19 Association is not being deposed today, and 20 I'd object to the question. 21 MR. DORNER: The Association is a plan 22 administrator. 23 MR. HANSEL: Okay. In that capacity, 24 I'll allow the question. 25 THE WITNESS: So, can you repeat the</p>

<p style="text-align: right;">Page 90</p> <p>1 question, just so I understand?</p> <p>2 BY MR. DORNER:</p> <p>3 Q. Sure, no problem. Does the Association</p> <p>4 verify the eligibility -- the continued eligibility</p> <p>5 for plan participants?</p> <p>6 A. No.</p> <p>7 Q. Does MADA verify the eligibility,</p> <p>8 continued eligibility, forgive me, of plan</p> <p>9 participants?</p> <p>10 A. Yes, to the extent that we receive</p> <p>11 annual enrollment forms from each participant -- for</p> <p>12 each employee who wants to have coverage.</p> <p>13 Q. Other than having an enrollment form,</p> <p>14 does MADA do anything to verify their actual</p> <p>15 eligibility under this section, Who is Eligible to</p> <p>16 Become a Plan Participant?</p> <p>17 A. No.</p> <p>18 Q. Now, this sentence here mentions a</p> <p>19 contract administrator. Actually, it mentions</p> <p>20 contract administrators. Who is or who are the</p> <p>21 contract administrators?</p> <p>22 A. There are none.</p> <p>23 MR. DORNER: Can we go to page 468,</p> <p>24 please? And just in the middle, let's blow up</p> <p>25 Type of Administration.</p>	<p style="text-align: right;">Page 92</p> <p>1 A. Yes.</p> <p>2 Q. At any point from 2012 to the present,</p> <p>3 did the contract administrator change from Anthem to</p> <p>4 any other entity?</p> <p>5 A. No.</p> <p>6 Q. So, from 2012, onward, MADA has only</p> <p>7 used Anthem Blue Cross and Blue Shield as its contract</p> <p>8 administrator?</p> <p>9 A. Yes.</p> <p>10 MR. DORNER: Let's go to page 483. And</p> <p>11 I want to focus on, I believe this is the --</p> <p>12 yeah, the How to Access Primary and Specialty</p> <p>13 Care Services. Could we blow that up?</p> <p>14 BY MR. DORNER:</p> <p>15 Q. The relevant section I'm looking at</p> <p>16 here, it says, "Referrals are never needed to visit</p> <p>17 any network specialty care provider. To make an</p> <p>18 appointment, call your physician's office. Tell them</p> <p>19 you are an Anthem PPO member." Are all of MADA's</p> <p>20 plans PPO plans?</p> <p>21 A. Not any longer. We have some</p> <p>22 HSA-compatible plans now.</p> <p>23 Q. Other than the HSA-compatible plans and</p> <p>24 the PPO plans referenced in here, has MADA offered any</p> <p>25 other kind of plan from 2012 to the present?</p>
<p style="text-align: right;">Page 91</p> <p>1 BY MR. DORNER:</p> <p>2 Q. So, this here says that the contract</p> <p>3 administration is by Anthem Blue Cross and Blue Shield</p> <p>4 in South Portland. Wouldn't they be the contract</p> <p>5 administrator?</p> <p>6 A. Well, I wouldn't have understood that</p> <p>7 term in the previous discussion. I thought you were</p> <p>8 referring in the previous discussion to somebody the</p> <p>9 Trust may have employed to go verify somebody's age,</p> <p>10 marital status, child -- dependency status, et cetera.</p> <p>11 Q. No problem. And I'm glad we got it</p> <p>12 cleared up. For the sake of the record, then, let me</p> <p>13 ask it in the context of the term, generally, is</p> <p>14 Anthem Blue Cross and Blue Shield the contract</p> <p>15 administrator for this plan document?</p> <p>16 A. Yes.</p> <p>17 Q. Is MADA aware of any steps that Anthem</p> <p>18 undertook at any point to verify anybody's eligibility</p> <p>19 for coverage?</p> <p>20 A. Only to the extent that they review the</p> <p>21 enrollment documents that we receive from each</p> <p>22 employee on an annual basis, or when they first become</p> <p>23 eligible, or terminate, or whatever.</p> <p>24 Q. Okay. So, that's the most that MADA</p> <p>25 knows Anthem to do?</p>	<p style="text-align: right;">Page 93</p> <p>1 A. No.</p> <p>2 Q. So, no HMOs or fee-for-service?</p> <p>3 A. Correct.</p> <p>4 MR. DORNER: Can we go to page 485,</p> <p>5 please? I want to focus in on the Pilot Or</p> <p>6 Test Programs section.</p> <p>7 BY MR. DORNER:</p> <p>8 Q. This section basically says that MADA's</p> <p>9 plan may "institute pilot or test programs regarding</p> <p>10 case management, disease management or wellness</p> <p>11 initiatives, which may result in the payment of</p> <p>12 benefits not otherwise specified in the Plan</p> <p>13 Document." My question to you is from 2012 to 2019,</p> <p>14 did the plan ever begin any pilot or test programs</p> <p>15 that related to Valsartan-containing drugs?</p> <p>16 A. Not to my knowledge. MADA did not, or</p> <p>17 the Trust did not.</p> <p>18 Q. And MADA, for the purposes of this, can</p> <p>19 refer to the Trust, as well. That's really who's at</p> <p>20 issue here. From 2012 to 2019, did MADA begin any</p> <p>21 pilot or test programs that covered other blood</p> <p>22 pressure medications, like the ones in Exhibit 2?</p> <p>23 A. Not that I am aware specific to blood</p> <p>24 pressure medications. Anthem does use a program that</p> <p>25 contacts individual men, women, or -- men or women, I</p>

<p style="text-align: right;">Page 94</p> <p>1 guess, it wouldn't get to the children -- men or women</p> <p>2 who take certain medications or have certain diseases,</p> <p>3 like diabetes or whatever, to encourage them to</p> <p>4 maintain what their doctor told them to do, and to</p> <p>5 take their medications that are prescribed by a doctor</p> <p>6 as they were prescribed, to encourage their continued</p> <p>7 wellbeing. Whether that includes any particular</p> <p>8 medication or not, I can't answer.</p> <p>9 Q. Okay. I'm just going through my notes.</p> <p>10 I'm cutting out a few questions, if you'll just give</p> <p>11 me a moment.</p> <p>12 A. Sure.</p> <p>13 Q. I'm sure you don't have any complaints</p> <p>14 about that, right?</p> <p>15 A. I'm ready to leave.</p> <p>16 Q. Let me just ask, generally, without</p> <p>17 flipping through the exhibit, is MADA claiming any</p> <p>18 damages for benefits associated with online doctor</p> <p>19 visits or telemedicine?</p> <p>20 MR. HANSEL: Object to the form.</p> <p>21 THE WITNESS: No.</p> <p>22 BY MR. DORNER:</p> <p>23 Q. You just cut out like a</p> <p>24 page-and-a-half.</p> <p>25 A. It's okay.</p>	<p style="text-align: right;">Page 96</p> <p>1 Tier 2, Tier 3, or Tier 4 Drug." Did I read that</p> <p>2 right?</p> <p>3 A. Yes.</p> <p>4 Q. Is it MADA's understanding that all of</p> <p>5 the drugs covered by the group health plan are stated</p> <p>6 on a formulary?</p> <p>7 A. To the best of my knowledge, yes.</p> <p>8 Q. And that formulary is where we find</p> <p>9 this Tier 1, Tier 2, Tier 3, et cetera, right?</p> <p>10 A. Yes.</p> <p>11 Q. The formulary, then, would also dictate</p> <p>12 whether or not there's a co-payment and how much that</p> <p>13 co-payment is; is that true?</p> <p>14 A. I don't know. We don't get a list of</p> <p>15 -- the formulary list, or whatever. Anthem</p> <p>16 administers that.</p> <p>17 Q. So, MADA doesn't actually see the</p> <p>18 formulary, right?</p> <p>19 A. Correct.</p> <p>20 Q. Was Anthem Blue Cross and Blue Shield</p> <p>21 the manager of MADA's formulary for the years 2012 to</p> <p>22 2019?</p> <p>23 MR. HANSEL: Object to the form.</p> <p>24 THE WITNESS: Yes, Anthem was the</p> <p>25 administrator of the -- excuse me. Anthem</p>
<p style="text-align: right;">Page 95</p> <p>1 MR. DORNER: Can we go to page 497,</p> <p>2 please? And let's zoom in first on the</p> <p>3 Prescription Drugs section, the first two</p> <p>4 paragraphs. That's fine.</p> <p>5 BY MR. DORNER:</p> <p>6 Q. Reading real quick, "The Plan provides</p> <p>7 benefits under your prescription drug card program for</p> <p>8 FDA-approved prescription drugs and medicines bought</p> <p>9 for use outside a hospital." Do you see where I read</p> <p>10 that?</p> <p>11 A. Yes.</p> <p>12 Q. So, is this the section of MADA's group</p> <p>13 health plan that provides coverage for</p> <p>14 Valsartan-containing drugs?</p> <p>15 A. Yes.</p> <p>16 Q. And it's also the section that would</p> <p>17 cover or provide coverage for substitute blood</p> <p>18 pressure medications like those on Exhibit 2, right?</p> <p>19 MR. HANSEL: Object to the form.</p> <p>20 THE WITNESS: Yes.</p> <p>21 BY MR. DORNER:</p> <p>22 Q. Going forward in this paragraph, it</p> <p>23 says, "The Covered Drug Co-Payment or Co-Insurance may</p> <p>24 vary based on whether the Prescription Drug has been</p> <p>25 classified by the Contract Administrator as a Tier 1,</p>	<p style="text-align: right;">Page 97</p> <p>1 handled the formulary and the management of</p> <p>2 medication claims, and one time they used an</p> <p>3 outside PBM. Maybe more than one time, I</p> <p>4 don't know. But our dealings were with</p> <p>5 Anthem.</p> <p>6 BY MR. DORNER:</p> <p>7 Q. All right. Who was that outside PBM?</p> <p>8 A. Well, I believe Express Scripts was</p> <p>9 involved at least part of that time.</p> <p>10 Q. And who would that -- what is the time</p> <p>11 you're referring to? Do you know what years Express</p> <p>12 Scripts was the PBM?</p> <p>13 A. I do not.</p> <p>14 Q. Can you recall any other Pharmacy</p> <p>15 Benefits Managers that Anthem contracted with?</p> <p>16 A. Outside of itself, no.</p> <p>17 Q. Okay. So, you're saying Anthem, in and</p> <p>18 of itself, is also a PBM?</p> <p>19 A. I believe they are now, or have one</p> <p>20 now, of their own.</p> <p>21 Q. So, are you saying sort of like an</p> <p>22 inhouse PBM?</p> <p>23 A. I'm not sure how it's structured, but</p> <p>24 they are, themselves, a PBM, apparently, in some legal</p> <p>25 manner.</p>

<p style="text-align: right;">Page 98</p> <p>1 Q. From 2012 to the present, I know we</p> <p>2 spoke about the formulary access, from 2012 to the</p> <p>3 present, did MADA ever request access or copies of the</p> <p>4 formulary?</p> <p>5 A. No.</p> <p>6 Q. Fair to say, then, that it didn't</p> <p>7 review any formularies from Anthem before it chose</p> <p>8 Anthem as its contract administrator?</p> <p>9 A. That's correct.</p> <p>10 Q. Did MADA review any formularies before</p> <p>11 accepting the March 1, 2015 plan document that we were</p> <p>12 currently reviewing?</p> <p>13 A. No.</p> <p>14 Q. Did MADA review any formularies before</p> <p>15 deciding to provide coverage for the</p> <p>16 Valsartan-containing drugs at issue in this case?</p> <p>17 A. No.</p> <p>18 MR. DORNER: Let's go down a little bit</p> <p>19 further on this page. I'm sorry, can we pull</p> <p>20 up that call-out again? That was my mistake.</p> <p>21 BY MR. DORNER:</p> <p>22 Q. The second paragraph says, "Anthem</p> <p>23 BCBS/WellPoint, Inc. has established the WellPoint</p> <p>24 National Pharmacy and Therapeutics Committee," and</p> <p>25 then it goes on to list who comprises that commit. It</p>	<p style="text-align: right;">Page 100</p> <p>1 products. Such programs may involve reducing or</p> <p>2 waiving co-payments or co-insurance for certain drugs</p> <p>3 or preferred products for a limited period of time."</p> <p>4 Did I read that right?</p> <p>5 A. Yes.</p> <p>6 Q. Is MADA aware of any programs that</p> <p>7 Anthem initiated that encouraged the utilization of</p> <p>8 one version of Valsartan-containing product over</p> <p>9 another?</p> <p>10 A. No.</p> <p>11 Q. What about programs encouraging the use</p> <p>12 of any kind of Valsartan as opposed to some other kind</p> <p>13 of blood pressure medication?</p> <p>14 A. No.</p> <p>15 Q. What about any programs to encourage</p> <p>16 one non-Valsartan blood pressure medication over</p> <p>17 another non-Valsartan blood pressure medication?</p> <p>18 A. No.</p> <p>19 Q. In the next paragraph down we've got a</p> <p>20 sentence that says, "The PBM is a pharmacy benefit</p> <p>21 management company with which the Contract</p> <p>22 Administrator contracts to manage your pharmacy</p> <p>23 benefits." Can you tell me, sir, what is MADA's</p> <p>24 understanding of what a Pharmacy Benefits Manager</p> <p>25 does?</p>
<p style="text-align: right;">Page 99</p> <p>1 says, "The purpose of this committee is to assist in</p> <p>2 determining clinical appropriateness of drugs, and</p> <p>3 determining the tier assignment of drugs." Do you see</p> <p>4 where I read that from?</p> <p>5 A. Yes.</p> <p>6 Q. Does MADA have any knowledge as to who</p> <p>7 is on Anthem's P&T Committee?</p> <p>8 A. No.</p> <p>9 Q. Did anybody from MADA assist the P&T</p> <p>10 Committee with the development of any formularies at</p> <p>11 any time?</p> <p>12 A. No.</p> <p>13 Q. Excuse me. I'm going to fix my screen.</p> <p>14 Did MADA have any knowledge -- wait a second. Strike</p> <p>15 that.</p> <p>16 MR. DORNER: Let's go to page 498,</p> <p>17 specifically in the middle, right beneath the</p> <p>18 bullet point list. Can you pull up those two</p> <p>19 paragraphs below the bullet point list?</p> <p>20 BY MR. DORNER:</p> <p>21 Q. The first paragraph says, "From time to</p> <p>22 time we may initiate various programs to encourage</p> <p>23 covered persons to utilize more cost-effective or</p> <p>24 clinically-effective drugs, including, but not limited</p> <p>25 to, generic drugs, mail order drugs, OTC, or preferred</p>	<p style="text-align: right;">Page 101</p> <p>1 A. They -- well, my understanding would be</p> <p>2 that the PBM acquires the medications from the</p> <p>3 manufacturer or distributor of the manufacturer's</p> <p>4 product, and provides them to, or sells them, to the</p> <p>5 insurer, who pays for them, and probably the PBM sends</p> <p>6 the pharmacies the various medications from time to</p> <p>7 time.</p> <p>8 Q. Has MADA ever entered into a contract</p> <p>9 directly with any Pharmacy Benefits Manager?</p> <p>10 A. No.</p> <p>11 Q. Does MADA know the identity of -- let</p> <p>12 me back up here and again refer to the sentence we</p> <p>13 just highlighted. It says that the contract</p> <p>14 administrator, which we agreed was Anthem, contracts</p> <p>15 with the PBM. Does MADA know the identity of any</p> <p>16 Pharmacy Benefits Manager with which Anthem</p> <p>17 contracted?</p> <p>18 MR. HANSEL: Object to the form. Asked</p> <p>19 and answered.</p> <p>20 BY MR. DORNER:</p> <p>21 Q. You can answer.</p> <p>22 A. To my knowledge, it's Express Scripts</p> <p>23 and Anthem, itself, or whatever form of Anthem their</p> <p>24 PBM is.</p> <p>25 Q. Does MADA have access to any agreements</p>

<p style="text-align: right;">Page 102</p> <p>1 between Anthem and whatever its PBM is?</p> <p>2 A. I don't know if we have access, but</p> <p>3 we've never sought it.</p> <p>4 Q. Why not?</p> <p>5 A. We've relied on Anthem to provide that</p> <p>6 part of the service.</p> <p>7 Q. Generally speaking, does MADA</p> <p>8 understand that a Pharmacy Benefits Manager can affect</p> <p>9 the price that consumers and MADA ultimately pay for</p> <p>10 prescriptions?</p> <p>11 A. Yes.</p> <p>12 MR. DORNER: Can we go to page 499,</p> <p>13 please?</p> <p>14 BY MR. DORNER:</p> <p>15 Q. This page, Mr. Brown, roughly is</p> <p>16 talking about the ways in which prescriptions might be</p> <p>17 picked up. If you care to read it, I'm looking at the</p> <p>18 top two full sections, Prescription Drugs From a</p> <p>19 Retail Pharmacy, and Prescription Drugs By Mail. My</p> <p>20 questions are pretty general, though. If you want to</p> <p>21 review it, let me know. Under all of MADA's plans</p> <p>22 from 2012 to the present, could members pick up their</p> <p>23 prescriptions at a pharmacy?</p> <p>24 A. Yes.</p> <p>25 Q. And then it says here that, "Certain</p>	<p style="text-align: right;">Page 104</p> <p>1 BY MR. DORNER:</p> <p>2 Q. Further down on this page there's a</p> <p>3 section on Maintenance Prescription Supplies. I just</p> <p>4 want to confirm, it says that certain medications</p> <p>5 could be provided in 90-day supplies, provided that a</p> <p>6 physician deemed them medically appropriate. Was</p> <p>7 that, in fact, a benefit that MADA members enjoyed</p> <p>8 from 2012 to the present?</p> <p>9 A. Yes.</p> <p>10 MR. DORNER: Let's skip ahead to page</p> <p>11 506. I'm looking, specifically, at the</p> <p>12 Medicare paragraph.</p> <p>13 BY MR. DORNER:</p> <p>14 Q. So, I really don't want to have to read</p> <p>15 this whole paragraph into the record.</p> <p>16 A. That's fine.</p> <p>17 Q. Okay. Are you familiar with this</p> <p>18 paragraph?</p> <p>19 A. Yes.</p> <p>20 Q. Okay. Is MADA aware that it has an</p> <p>21 obligation to ensure that its plans identify those</p> <p>22 individuals to whom the Medicare secondary payor</p> <p>23 regulation requirements apply?</p> <p>24 MR. HANSEL: Object to the form.</p> <p>25 BY MR. DORNER:</p>
<p style="text-align: right;">Page 103</p> <p>1 participating retail pharmacies can fill your</p> <p>2 prescription at the same co-payments that apply to the</p> <p>3 mail order pharmacy." Does MADA know which pharmacies</p> <p>4 were involved in that arrangement?</p> <p>5 A. No.</p> <p>6 Q. Beneath that it says Prescription Drugs</p> <p>7 By Mail. Same question, from 2012 to the present,</p> <p>8 could MADA members obtain their prescriptions by mail?</p> <p>9 A. I don't know if the entire time if that</p> <p>10 would have been involved, but certainly, most of that</p> <p>11 time, yes.</p> <p>12 Q. How about if we focus on just 2015 to</p> <p>13 the present?</p> <p>14 A. Yes.</p> <p>15 Q. What were some of the mail order --</p> <p>16 well, what were all of the mail order pharmacies from</p> <p>17 which members could receive prescriptions?</p> <p>18 A. Well, again, Anthem handled that, but</p> <p>19 my understanding is that it was Express Scripts for</p> <p>20 most of that period. Now it's probably Anthem.</p> <p>21 Q. No others?</p> <p>22 A. Not that I'm aware.</p> <p>23 Q. Down further on this page --</p> <p>24 MR. DORNER: We can lose this call-out,</p> <p>25 Justin.</p>	<p style="text-align: right;">Page 105</p> <p>1 Q. You can answer.</p> <p>2 A. We are aware that -- I guess I'm not</p> <p>3 sure of the specific question, so let me ask you to</p> <p>4 ask it again, please.</p> <p>5 Q. Absolutely. No problem. Is MADA --</p> <p>6 let me rephrase it. Is MADA aware that it has to</p> <p>7 insure that the plans identify people who are subject</p> <p>8 to the secondary payor regulations from CMS?</p> <p>9 MR. HANSEL: Object to the form.</p> <p>10 THE WITNESS: Yes, we are aware of</p> <p>11 people who are Medicare-eligible, that we are</p> <p>12 sometimes primary, and in limited instances,</p> <p>13 Medicare is.</p> <p>14 BY MR. DORNER:</p> <p>15 Q. One of those instances might be if this</p> <p>16 is a person who is a full-time employee but is over</p> <p>17 the age of 65; is that right?</p> <p>18 A. Depending what the employee chooses to</p> <p>19 do.</p> <p>20 Q. What would the employee's choice be?</p> <p>21 A. If a person had reached age 65 and</p> <p>22 continues to be a full-time employee, they could stay</p> <p>23 on our plan or they could choose to go to Medicare.</p> <p>24 Q. And if they opt into Medicare, then</p> <p>25 it's my understanding, tell me if I'm wrong here,</p>

<p style="text-align: right;">Page 106</p> <p>1 because I'm not an expert on this, if they do opt into</p> <p>2 Medicare, then Medicare would be the primary payor;</p> <p>3 MADA would be the secondary. Is that right?</p> <p>4 MR. HANSEL: Object to the form.</p> <p>5 THE WITNESS: We're not allowed to be a</p> <p>6 secondary payer, to my understanding.</p> <p>7 BY MR. DORNER:</p> <p>8 Q. MADA would be the -- okay. Okay.</p> <p>9 A. To my understanding. If the employee</p> <p>10 chooses our plan, we are primary. If they choose to</p> <p>11 go on Medicare, we're done.</p> <p>12 Q. Completely out?</p> <p>13 A. Right.</p> <p>14 Q. Understood. Did MADA ever verify</p> <p>15 whether any of the members who purchased Valsartan or</p> <p>16 the other blood pressure medications at issue in this</p> <p>17 case had enrolled in Medicare?</p> <p>18 A. No.</p> <p>19 Q. You mentioned that you're aware that</p> <p>20 some of -- I thought I heard you say that you're aware</p> <p>21 that some people, some members of MADA, are enrolled</p> <p>22 in Medicare; is that right?</p> <p>23 A. I don't think I -- I don't think you</p> <p>24 asked me that.</p> <p>25 Q. Is that right?</p>	<p style="text-align: right;">Page 108</p> <p>1 A. Yes.</p> <p>2 Q. So, is it MADA's understanding that</p> <p>3 these two exclusions apply from 2012 to the present?</p> <p>4 A. Yes.</p> <p>5 Q. So, essentially, meaning if an</p> <p>6 inpatient was given Valsartan while he or she was at</p> <p>7 the hospital, that Valsartan would not be covered</p> <p>8 under MADA's prescription drug plan, right?</p> <p>9 A. It would not be covered under the</p> <p>10 prescription drug benefit.</p> <p>11 Q. Same goes for a patient who, you know,</p> <p>12 maybe he gets a sample at the doctor's office, I guess</p> <p>13 that would be free, but drugs directly dispensed by a</p> <p>14 physician, those also would not be covered by the plan</p> <p>15 benefit, the prescription plan benefit, right?</p> <p>16 A. Correct.</p> <p>17 Q. Do you know why these exclusions are in</p> <p>18 the plan document?</p> <p>19 A. My understanding is that medications</p> <p>20 administered as an inpatient are billed on the</p> <p>21 hospital bill, which we would pay, to the extent that</p> <p>22 they are -- that Anthem determines them to be</p> <p>23 appropriate charges. With respect to the medications</p> <p>24 dispensed by a physician, my understanding of that is</p> <p>25 that those are samples provided by the drug</p>
<p style="text-align: right;">Page 107</p> <p>1 A. The people have a choice. Once they</p> <p>2 reach 65, or Medicare-eligibility age, they would</p> <p>3 either stay on our plan, to the extent that they're</p> <p>4 full-time employees, or they can go to Medicare.</p> <p>5 Q. Would choosing to enroll in a Medicare</p> <p>6 Advantage Organization, as opposed to all Medicare,</p> <p>7 true Medicare, would that also take them out of the</p> <p>8 MADA plan?</p> <p>9 A. Yes, because they would have Medicare A</p> <p>10 outside of the advantage plans. The advantage plan --</p> <p>11 my understanding of the advantage plan is that they're</p> <p>12 supplements to basic Medicare. But they would be out</p> <p>13 of our plan, yes.</p> <p>14 Q. Gotcha. Understood.</p> <p>15 MR. DORNER: If we can go to page 507,</p> <p>16 and focus in on the Prescription Drugs</p> <p>17 section, please.</p> <p>18 BY MR. DORNER:</p> <p>19 Q. I want to direct your attention to just</p> <p>20 a couple of lines in this section here. It basically</p> <p>21 says, "The plan does not provide benefits for the</p> <p>22 following." One of them is, "Medication that is taken</p> <p>23 by or administered to an inpatient." Another one is,</p> <p>24 "Prescription drugs dispensed by a physician." Do you</p> <p>25 see those two bullet points there?</p>	<p style="text-align: right;">Page 109</p> <p>1 manufacturer or distributor, or whomever talks to the</p> <p>2 physicians.</p> <p>3 Q. Now, we talked a minute ago about, more</p> <p>4 than a minute ago, about this is a class action</p> <p>5 lawsuit. You understand that, right?</p> <p>6 A. Yes.</p> <p>7 Q. And MADA is proposing that a class of</p> <p>8 third-party payors be certified and treated as a</p> <p>9 class, correct?</p> <p>10 A. Yes.</p> <p>11 Q. So, would MADA intend to include</p> <p>12 hospitals or physicians' offices that directly</p> <p>13 provided Valsartan to inpatients, would MADA seek to</p> <p>14 include entities like that in the proposed class?</p> <p>15 MR. HANSEL: Object to the form. Calls</p> <p>16 for a legal conclusion.</p> <p>17 BY MR. DORNER:</p> <p>18 Q. You can answer.</p> <p>19 A. To the extent that medications came</p> <p>20 from a physician's office and that they were samples,</p> <p>21 there would be no charge to anybody, supposedly. To</p> <p>22 the extent that the hospital issued the medication,</p> <p>23 I'm not sure those are identified in our program, at</p> <p>24 least. I can't speak for everybody else on that</p> <p>25 point.</p>

<p style="text-align: right;">Page 110</p> <p>1 Q. Sure. And really, I'm just looking --</p> <p>2 and MADA has said it wants to be a class</p> <p>3 representative in this case, so from MADA's</p> <p>4 perspective, would it want to include a hospital that</p> <p>5 directly provides an inpatient with Valsartan? Would</p> <p>6 it include that in its third-party payor class?</p> <p>7 MR. HANSEL: Object to the form.</p> <p>8 THE WITNESS: No.</p> <p>9 BY MR. DORNER:</p> <p>10 Q. Because it's different, right?</p> <p>11 MR. HANSEL: Object to the form. Calls</p> <p>12 for a legal conclusion.</p> <p>13 BY MR. DORNER:</p> <p>14 Q. You can answer, it's fine.</p> <p>15 A. From the MADA Trust perspective, we</p> <p>16 wouldn't know that detail.</p> <p>17 MR. DORNER: Let's go to page 516,</p> <p>18 please.</p> <p>19 VIDEOGRAPHER: Counsel, there's about</p> <p>20 ten minutes left on this media unit.</p> <p>21 MR. DORNER: Tell you what, then, I</p> <p>22 think we've been going for a little while.</p> <p>23 Let me see how much further I have. I don't</p> <p>24 have a long way left to go on this document,</p> <p>25 but it may be a little more than ten minutes.</p>	<p style="text-align: right;">Page 112</p> <p>1 just let me know me know. All right?</p> <p>2 THE WITNESS: Okay.</p> <p>3 BY MR. DORNER:</p> <p>4 Q. So, this top paragraph here, it starts</p> <p>5 off, "You will be required to pay a portion of the</p> <p>6 Maximum Allowed Amount to the extent you have not met</p> <p>7 your deductible or have a co-payment or co-insurance."</p> <p>8 Mr. Brown, what does maximum allowed amount mean?</p> <p>9 A. The amount that Anthem -- well, my</p> <p>10 understanding of that -- let's see. This is the</p> <p>11 amount that Anthem would have contracted with whomever</p> <p>12 the provider was for a certain amount to be reimbursed</p> <p>13 under our plan.</p> <p>14 MR. HANSEL: Excuse me. Drew, I</p> <p>15 believe there's a bit of reverberation. I</p> <p>16 don't know if you've turned off all of your</p> <p>17 duplicate audios.</p> <p>18 MR. DORNER: My iPad audio is off. How</p> <p>19 bad is it?</p> <p>20 VIDEOGRAPHER: Counsel, I am picking up</p> <p>21 a little bit, as well.</p> <p>22 MR. DORNER: Let's try this. How's</p> <p>23 this?</p> <p>24 VIDEOGRAPHER: Counsel, do you want to</p> <p>25 go off the record and try and sort it out?</p>
<p style="text-align: right;">Page 111</p> <p>1 So, can we do another tight five and come back</p> <p>2 at 17 after?</p> <p>3 THE WITNESS: Fine.</p> <p>4 VIDEOGRAPHER: The time is now 11:12.</p> <p>5 This ends Media Unit Number 2. We're going</p> <p>6 off the record.</p> <p>7 (Recess taken from 11:12 a.m. to 11:21</p> <p>8 a.m.)</p> <p>9 VIDEOGRAPHER: The time is now 11:21.</p> <p>10 This begins Media Unit Number 3. We're back</p> <p>11 on the record.</p> <p>12 MR. DORNER: All right. I appreciate</p> <p>13 everybody getting back. Can we go to page</p> <p>14 ending in 516? And focus on the top paragraph</p> <p>15 in this section. Before I forget, everybody</p> <p>16 can hear me okay, right? Mr. Brown, can you</p> <p>17 hear me okay?</p> <p>18 THE WITNESS: Yes.</p> <p>19 MR. DORNER: Greg, can you hear me</p> <p>20 okay, as well?</p> <p>21 MR. HANSEL: Yes. Yes.</p> <p>22 MR. DORNER: All right. I switched up</p> <p>23 the camera angle here so I don't have to be</p> <p>24 leaning over my iPad like this the whole time,</p> <p>25 but if you have any difficulty hearing me,</p>	<p style="text-align: right;">Page 113</p> <p>1 MR. DORNER: Yeah, that's fine.</p> <p>2 VIDEOGRAPHER: The time is 11:24. We</p> <p>3 are going off the record.</p> <p>4 (Discussion held off the record.)</p> <p>5 VIDEOGRAPHER: The time is 11:28.</p> <p>6 We're back on the record.</p> <p>7 BY MR. DORNER:</p> <p>8 Q. We were just talking about maximum</p> <p>9 allowed amount, Mr. Brown. The sentence that I had</p> <p>10 referred to also mentions co-insurance and</p> <p>11 deductibles, as well as co-payments. Do all plans</p> <p>12 offered under MADA's group plan have co-insurance</p> <p>13 requirements for prescription drugs?</p> <p>14 A. No, if I'm understanding what you're</p> <p>15 asking correctly. The PPO plans had a co-payment for</p> <p>16 medication. The HSA-compatible plans may have a</p> <p>17 co-insurance because the federal government determines</p> <p>18 what -- has a list of medications that are considered</p> <p>19 preventive, and those are paid at 100 percent under</p> <p>20 the HSA-compatible plans. They could get into</p> <p>21 co-insurance, they could have a deductible, depending</p> <p>22 on what kind of medication it was, as opposed to a</p> <p>23 co-pay, and they could get into co-insurance. The PPO</p> <p>24 plans, I think, are pretty much limited to co-pays.</p> <p>25 Q. Okay. I appreciate that explanation.</p>

<p style="text-align: right;">Page 114</p> <p>1 I think we may get into some documents here in a 2 little bit that will shed some additional light on 3 that, so I'm going to skip through the, sort of, 4 general questions now, and we'll get to the specific 5 stuff later. 6 MR. DORNER: Can we go to page 517, 7 please? 8 BY MR. DORNER: 9 Q. And I'm looking here at the For 10 Prescription Drugs section. It's just three lines 11 long. This one says, "The Maximum Allowed Amount for 12 prescription drugs is the amount determined by the 13 Contract Administrator using prescription drug cost 14 information provided by the Pharmacy Benefits Manager 15 (PBM)." Is this consistent with MADA's understanding 16 of how the prices for Valsartan were set from 2012 to 17 2019? 18 A. Anthem would have handled all of that. 19 Q. And I understand that Anthem handled 20 it. I'm asking does MADA understand that the way it's 21 summarized in the plan document, that's how it worked 22 in practice? 23 A. Yes. 24 Q. Does MADA have any understanding of how 25 maximum allowed amount is set by Anthem?</p>	<p style="text-align: right;">Page 116</p> <p>1 THE WITNESS: No. 2 BY MR. DORNER: 3 Q. Likewise, does MADA have any knowledge 4 about the price that Anthem's PBMs paid to pharmacies 5 for substitute blood pressure medications from 2012 to 6 2019? 7 A. No. 8 MR. DORNER: Can we go to page 521, 9 please? And I'm looking at, I guess it would 10 be the fourth paragraph. 11 BY MR. DORNER: 12 Q. This paragraph says that your, I 13 believe that's a plan member, "Your financial 14 responsibility (co-payments) will not be reduced by 15 any discounts, rebates or other refunds received by 16 the Pharmacy Benefits Manager from drug manufacturers, 17 or similar vendors or funds received by the plan from 18 the Pharmacy Benefits Manager." This paragraph 19 references discounts, rebates and other refunds. My 20 question to you is from 2012 to the present, has MADA 21 ever received any funds or anything of value from any 22 PBM in connection with any transaction involving 23 Valsartan? 24 MR. HANSEL: Object to the form. 25 THE WITNESS: Not that I'm aware, we</p>
<p style="text-align: right;">Page 115</p> <p>1 A. No. 2 Q. Are you familiar with what a MAC list 3 is, M-A-C? 4 A. Not really. 5 Q. I'll represent it stands for maximum 6 allowable cost. Does MADA know whether the maximum 7 allowed amount is based on a MAC list? 8 A. No, we don't know. 9 Q. Does MADA have access to any of the 10 prescription drug cost information that was provided 11 by Anthem's PBM as referenced in this paragraph? 12 A. No. 13 Q. Has it ever requested that information? 14 A. No. 15 Q. Why not? 16 A. Well, I guess the only answer I can 17 give is we haven't felt the need to. 18 Q. Does MADA have any knowledge of the net 19 price that Anthem's PBM paid to pharmacies for 20 Valsartan-containing drugs, say from 2015 to 2019? 21 A. No. 22 Q. So, at no point during that period 23 would MADA ever know what Anthem actually paid to a 24 pharmacy for a Valsartan prescription? 25 MR. HANSEL: Object to the form.</p>	<p style="text-align: right;">Page 117</p> <p>1 have not. 2 BY MR. DORNER: 3 Q. And again, you know, this is on behalf 4 of MADA. So, does MADA -- I guess I'll have to reask 5 the question again not from your personal 6 recollection, but from MADA's recollection, has it 7 received any funds or other thing of value from any 8 PBM in connection with the transaction involving 9 Valsartan? 10 MR. HANSEL: Object to the form. 11 THE WITNESS: I guess the only way I 12 can answer that is Anthem handled all of that 13 type of transaction. 14 BY MR. DORNER: 15 Q. Right, but it's -- sorry, go ahead. I 16 apologize. 17 A. We may have received a summary of -- 18 summary is not the right word. We may have received a 19 sum of money representing rebates, or whatever, that 20 Anthem would have credited against us, but it would 21 not have been identified as to any particular source. 22 Q. So, it would be in connection with 23 prescription drugs, generally? 24 A. Right. 25 Q. Is that an accurate way to say it?</p>

<p style="text-align: right;">Page 118</p> <p>1 A. Yes.</p> <p>2 MR. DORNER: Can we go to -- we can</p> <p>3 close this exhibit. Let's go to Exhibit 6. I</p> <p>4 guess go to the next page. This one is just a</p> <p>5 cover sheet. There we go.</p> <p>6 (Document marked as Exhibit TB-6 for</p> <p>7 identification, and is designated as highly</p> <p>8 confidential.)</p> <p>9 BY MR. DORNER:</p> <p>10 Q. Mr. Brown, have you seen this document</p> <p>11 before?</p> <p>12 A. Yes.</p> <p>13 Q. What is it?</p> <p>14 A. It's an agreement between the Trust and</p> <p>15 Anthem to provide various services to the Trust.</p> <p>16 MR. DORNER: Just real quick, if we can</p> <p>17 zap over to page 148, Justin.</p> <p>18 BY MR. DORNER:</p> <p>19 Q. That's your signature there on the</p> <p>20 left, Mr. Brown?</p> <p>21 A. Yes, it is.</p> <p>22 Q. Who is the person on the right? Do you</p> <p>23 know who that is?</p> <p>24 A. No, I don't. I can't recognize the</p> <p>25 name from the signature.</p>	<p style="text-align: right;">Page 120</p> <p>1 them awhile to iron out all of the language.</p> <p>2 Q. So, when the did this agreement</p> <p>3 actually -- strike that. When did Anthem actually</p> <p>4 start performing under this particular agreement?</p> <p>5 A. Likely, by 2008.</p> <p>6 Q. Has this agreement ever been extended?</p> <p>7 A. It's still the basic agreement.</p> <p>8 Q. And I think we're pretty much saying</p> <p>9 the same thing here. This agreement, it may have been</p> <p>10 modified in some respects, but by and large, this is</p> <p>11 still the agreement by which Anthem provides</p> <p>12 prescription drug services to MADA, right?</p> <p>13 A. Yes.</p> <p>14 MR. DORNER: Can we go to page 155?</p> <p>15 And forgive the pause. I'm trying to sort</p> <p>16 through these exhibits, as well.</p> <p>17 BY MR. DORNER:</p> <p>18 Q. Up at the top it says here Amendment 3</p> <p>19 to the Administrative Services Agreement with MADA,</p> <p>20 "Plan Sponsor." Then the first paragraphs says, "This</p> <p>21 Amendment is made part of the Administrative Services</p> <p>22 Agreement and is effective March 1, 2017." This</p> <p>23 amendment is in reference to the Administrative</p> <p>24 Services Agreement that we just looked at, right?</p> <p>25 A. Yes.</p>
<p style="text-align: right;">Page 119</p> <p>1 Q. It looks like it says RVP Sales. My</p> <p>2 guess is the Regional Vice President for Sales. I</p> <p>3 don't know that, but does that, by chance, jog your</p> <p>4 memory?</p> <p>5 A. Well, that would certainly be a</p> <p>6 description of whoever that person is, but I don't</p> <p>7 recognize the signature. I can't determine the name</p> <p>8 from the signature.</p> <p>9 Q. That's fine. No problem. These</p> <p>10 signatures are dated August of 2010, right, both of</p> <p>11 them?</p> <p>12 A. Yes.</p> <p>13 MR. DORNER: Can we go back to the</p> <p>14 first page, which is MADA 128? There we go.</p> <p>15 And I want to look at the top section, and the</p> <p>16 first paragraph. Yes, that's perfect.</p> <p>17 BY MR. DORNER:</p> <p>18 Q. In this first paragraph, it says it is</p> <p>19 effective as of March 1, 2008, and then in that, sort</p> <p>20 of, margin you can see some handwritten text that says</p> <p>21 signed, it looks like ABA for 1/1/08 to 2/28/2010.</p> <p>22 So, my question is was this document signed in 2010</p> <p>23 but applied retroactively?</p> <p>24 A. Yeah, it took us awhile, the attorneys</p> <p>25 for the various parties, Anthem and the Trust, it took</p>	<p style="text-align: right;">Page 121</p> <p>1 Q. And it looks like here, it says, if you</p> <p>2 go -- well, it looks like it says it was effective</p> <p>3 March 1 of 2017. So, would that mean that the</p> <p>4 original Administrative Services Agreement that starts</p> <p>5 on page 128 that we just looked at, that was extended</p> <p>6 and applied to run from March, 2017 to the next year?</p> <p>7 A. Yes.</p> <p>8 Q. Forgive me for editorializing it, but</p> <p>9 that's quite a gap between February of 2010, when the</p> <p>10 first one said it ended, and March 1 of 2017. Was</p> <p>11 there any sort of agreement in effect from the end of</p> <p>12 -- well, I guess, from March 1, 2010 to February 28 of</p> <p>13 2017?</p> <p>14 MR. HANSEL: Object to the form.</p> <p>15 THE WITNESS: We would have continued</p> <p>16 under the original agreement.</p> <p>17 BY MR. DORNER:</p> <p>18 Q. Okay. So, that agreement held all the</p> <p>19 way through up to 2017?</p> <p>20 A. Yes.</p> <p>21 Q. Does MADA have any documentation to</p> <p>22 show that that agreement was in effect for that time?</p> <p>23 A. No, nothing I could find. I thought it</p> <p>24 was continuously effective unless changed or</p> <p>25 something, but I'd have to read the whole thing again.</p>

<p style="text-align: right;">Page 122</p> <p>1 I'm sorry.</p> <p>2 Q. Well, sir, I'm not going to ask you to</p> <p>3 do that. We can review it. Other than its agreement</p> <p>4 with Anthem Health Plans of Maine, Anthem, was MADA a</p> <p>5 party to any other agreements involving contact</p> <p>6 administration for its health plan from 2012 to the</p> <p>7 present?</p> <p>8 MR. HANSEL: Object to the form.</p> <p>9 THE WITNESS: No.</p> <p>10 BY MR. DORNER:</p> <p>11 Q. During the same timeframe, was Anthem</p> <p>12 -- excuse me, was MADA a party to any other agreement</p> <p>13 for claims management?</p> <p>14 A. No.</p> <p>15 Q. Was Anthem, during the same time -- I</p> <p>16 keep saying Anthem. Was MADA, during the same time</p> <p>17 period, a party to any other contract for pharmacy</p> <p>18 benefits management?</p> <p>19 A. No.</p> <p>20 Q. I just want to let you know for</p> <p>21 purposes of this deposition, these documents, the</p> <p>22 Administrative Services Agreement, this Amendment 3 to</p> <p>23 the Administrative Services Agreement, two other</p> <p>24 amendments we got, numbers 4 and 5, we combined those</p> <p>25 all into one exhibit, just for the sake of getting</p>	<p style="text-align: right;">Page 124</p> <p>1 its negotiations with Anthem?</p> <p>2 A. Preti Flaherty.</p> <p>3 Q. Is Preti the primary counsel that MADA</p> <p>4 retains for most matters?</p> <p>5 A. Yes.</p> <p>6 Q. Do you have any knowledge -- strike</p> <p>7 that. If -- do you or does MADA have any recollection</p> <p>8 of what Amendments 1 and 2 -- any of the terms in</p> <p>9 those agreements?</p> <p>10 A. No.</p> <p>11 MR. DORNER: All right. Let's go to</p> <p>12 page 128.</p> <p>13 BY MR. DORNER:</p> <p>14 Q. I just want to clarify on this,</p> <p>15 numbered paragraph 1 says the "Plan sponsor is the</p> <p>16 sponsor of a self-funded Group Health Plan." Is MADA</p> <p>17 only self-funded?</p> <p>18 A. For medical, yes.</p> <p>19 Q. And then I think you might have</p> <p>20 mentioned earlier, it's fully insured for, is it, life</p> <p>21 and -- well, why don't you tell me. What's it fully</p> <p>22 insured for?</p> <p>23 A. It's fully insured for the life</p> <p>24 options, short-term-disability, and vision.</p> <p>25 MR. DORNER: Let's go to page 129, and</p>
<p style="text-align: right;">Page 123</p> <p>1 along easier. So, I realize these were produced</p> <p>2 differently, and they're dated at different times, but</p> <p>3 you understand that we just combined them into one</p> <p>4 single document for purposes of this deposition. Is</p> <p>5 that okay?</p> <p>6 A. Yes.</p> <p>7 Q. Now, I mentioned we have Amendments 3,</p> <p>8 4, and 5. That implies there were Amendments 1 and 2.</p> <p>9 Does MADA have those?</p> <p>10 A. Not that I could find.</p> <p>11 Q. Okay. Do you have any idea --</p> <p>12 A. If they were ever effective. It's</p> <p>13 possible that they all combined into that original</p> <p>14 agreement, given the timeframe that it took to</p> <p>15 finalize.</p> <p>16 Q. So, are you saying there may have been</p> <p>17 drafts of Amendments 1 and 2, and they just never got</p> <p>18 signed or finalized?</p> <p>19 A. I couldn't find anything related to</p> <p>20 Amendments 1 or 2.</p> <p>21 Q. Can you think of anybody who might have</p> <p>22 those?</p> <p>23 A. If they existed, either of the</p> <p>24 attorneys for the respective parties.</p> <p>25 Q. Who represented MADA in connection with</p>	<p style="text-align: right;">Page 125</p> <p>1 I want to look at the definition of a Paid</p> <p>2 Claim.</p> <p>3 BY MR. DORNER:</p> <p>4 Q. So, here it says a Paid Claim is "the</p> <p>5 amount charged to the Plan Sponsor for Covered</p> <p>6 Services or services provided during the term of this</p> <p>7 agreement." Would MADA agree that a paid claim is</p> <p>8 whatever Anthem charges MADA for a service?</p> <p>9 A. Yes.</p> <p>10 Q. If we go down a little more to the</p> <p>11 paragraph numbered 3 there, Prescription Drug Claims,</p> <p>12 again, I don't want to have to read this whole thing</p> <p>13 into the record, so you'll notice an abbreviation in</p> <p>14 the middle there, AWP. Does MADA have an</p> <p>15 understanding of what AWP stands for?</p> <p>16 A. I believe it stands for Average</p> <p>17 Wholesale Price.</p> <p>18 Q. What about next to it, MAC?</p> <p>19 A. That's the term you used a little bit</p> <p>20 ago.</p> <p>21 Q. That's the maximum allowable cost?</p> <p>22 A. Yes, I would assume.</p> <p>23 Q. Yeah, I'm there with you, so I</p> <p>24 understand. And my basic question is, and if you want</p> <p>25 to review this paragraph, that's fine, my question,</p>

<p style="text-align: right;">Page 126</p> <p>1 though, is going to be Anthem bills MADA for a 2 prescription, any given prescription, based on a rate 3 that it or its PBM negotiated with the pharmacy, 4 right? 5 A. Yes. 6 Q. And then behind that rate, or 7 comprising that rate, Anthem might actually pay less 8 to the pharmacy than what it bills MADA for; is that 9 true? 10 A. I wouldn't have any knowledge of that. 11 Q. So, you have no knowledge about whether 12 Anthem pockets the difference, essentially, between 13 what it charges -- what it pays the pharmacy and what 14 it charges MADA? 15 A. I have assumed all along that they do 16 -- that there is a difference, and that whoever is in 17 the middle is keeping something. 18 Q. Is that what spread-pricing is? I've 19 seen that term. 20 A. I don't have any idea. 21 Q. Okay. 22 A. But nobody does anything for nothing. 23 Q. At any point from 2012 to 2019, 24 assuming that your assumption is correct, at any point 25 from 2012 to 2019 has Anthem provided any share of</p>	<p style="text-align: right;">Page 128</p> <p>1 setting goals, outcomes, or performance standards for 2 any provider or vendor in the prescription drug supply 3 chain. 4 A. No. 5 Q. When Anthem charges MADA for a claim, 6 does Anthem indicate whether any of the -- if they 7 exist, any of these performance payments are included 8 in the paid claim amount? 9 A. No. 10 MR. DORNER: Let's go to the next page. 11 This is a section on Claims Payment Pursuant 12 to Any Judgment, Settlement, Legal or 13 Administrative Proceeding. This is the top 14 paragraph numbered 5, Justin. There we go. 15 BY MR. DORNER: 16 Q. If you want to review this, Mr. Brown, 17 that's fine. My question will be does MADA have any 18 knowledge regarding any settlements, judgments, or 19 other legal proceedings whose costs are included in 20 the paid claim rate for Valsartan or for other blood 21 pressure medications? 22 A. No. 23 Q. Similar to what I asked a moment ago, 24 when Anthem charges MADA for claims, does Anthem 25 indicate whether any of these costs from legal</p>
<p style="text-align: right;">Page 127</p> <p>1 that difference to MADA? 2 A. Yes. Well, I don't know about that 3 difference, but we have received, from time to time, 4 credits against the prescription drugs costs related 5 to rebates, incentives, whatever, that Anthem may have 6 received from somebody. 7 Q. Was that the product of some additional 8 negotiations over this agreement? Did that come about 9 because of additional negotiations over this 10 agreement? 11 MR. HANSEL: Object to the form. 12 THE WITNESS: Some came because Anthem 13 volunteered. Some came as the Trust works 14 with Anthem over the cost of their 15 administration, and so on and so forth. 16 BY MR. DORNER: 17 Q. And I ask that because I believe one of 18 the amendments in this exhibit that we're going to 19 look at may speak to the arrangement that you're 20 talking about. So, I'm just trying to pin down where 21 we're going. If we look down to the next paragraph, 22 it's talking about Performance Payments. If you want 23 to read this paragraph, that's fine, you can review 24 it. My question to you is going to be does MADA have 25 any knowledge regarding the initiation of any programs</p>	<p style="text-align: right;">Page 129</p> <p>1 proceedings are included within the paid claim amount? 2 A. No. 3 Q. I don't know if you've heard or been 4 following the news, there's been recent news about a 5 big class action settlement that involves Anthem Blue 6 Cross and Blue Shield. Has Anthem communicated 7 regarding that class action or settlement with MADA in 8 any respect? 9 A. They sent us a note that says that it 10 existed, and provided reference to, I don't know if 11 it's the court's website or somebody's website, if 12 anybody wanted to find out any details. 13 Q. To MADA's knowledge, does that 14 settlement have anything to do with any prescription 15 drugs that MADA covered from 2015, let's say, to 2019? 16 MR. HANSEL: Object to the form. 17 THE WITNESS: Not to my knowledge, no. 18 MR. DORNER: Let's go to page 136, 19 please. I want to focus in on Article 9, 20 HIPAA. 21 BY MR. DORNER: 22 Q. All right. Mr. Brown, very briefly on 23 this section, this mentions that, "Anthem's duties and 24 responsibilities," I'm quoting, "will be set forth in 25 a separate Business Associate Agreement between the</p>

<p style="text-align: right;">Page 130</p> <p>1 Parties." Do you see that?</p> <p>2 A. Yes.</p> <p>3 Q. Now, within this document, and we'll</p> <p>4 get there, I'll represent to you that Amendment 5 to</p> <p>5 the Administrative Services Agreement does contain a</p> <p>6 Business Associate Agreement, but no such agreement</p> <p>7 was provided or produced with the original</p> <p>8 Administrative Services Agreement that we're looking</p> <p>9 at right now. Do you understand what I mean by that?</p> <p>10 A. Yes.</p> <p>11 Q. Does MADA have a copy of the original</p> <p>12 Business Associate Agreement?</p> <p>13 A. Unless it was attached to the original</p> <p>14 agreement, no.</p> <p>15 Q. Can you tell me what the terms are or</p> <p>16 were of the original Business Associate Agreement?</p> <p>17 A. No, I can't, offhand.</p> <p>18 Q. Do you know if it's still in effect</p> <p>19 today?</p> <p>20 A. Well, my assumption is that everybody</p> <p>21 has to deal with privacy, and that both parties agreed</p> <p>22 that they would not disclose things that weren't</p> <p>23 supposed to be disclosed about individual people. So,</p> <p>24 to that extent, however, since that law has been in</p> <p>25 effect, people are trying to comply.</p>	<p style="text-align: right;">Page 132</p> <p>1 say, "If plan sponsor requests from Anthem information</p> <p>2 that is not part of Anthem's standard account</p> <p>3 reporting package, and such request is approved by</p> <p>4 Anthem, Plan Sponsor agrees to pay a mutually</p> <p>5 agreed-upon charge to Anthem for such additional</p> <p>6 reports." My first question is has MADA ever made a</p> <p>7 request pursuant to this section for any information</p> <p>8 from Anthem regarding Valsartan?</p> <p>9 A. Only to the extent, I guess, that our</p> <p>10 attorneys would have requested whatever information.</p> <p>11 Q. MADA, itself, has not done that?</p> <p>12 A. No.</p> <p>13 Q. Has MADA ever made a request pursuant</p> <p>14 to this section for substitute blood pressure</p> <p>15 medications?</p> <p>16 A. No.</p> <p>17 Q. I think you alluded to this, but I just</p> <p>18 want to clarify here, was this section relied upon by</p> <p>19 either MADA or its counsel to obtain data regarding</p> <p>20 the claims for Valsartan issued in this case?</p> <p>21 A. That the would have been up to the</p> <p>22 attorneys.</p> <p>23 Q. Acting on your behalf, right?</p> <p>24 A. Yes. I don't know what they use for</p> <p>25 authorization.</p>
<p style="text-align: right;">Page 131</p> <p>1 Q. And let me ask this maybe a little bit</p> <p>2 different way. Did the original Business Associate</p> <p>3 Agreement contain terms that dealt with matters other</p> <p>4 than HIPAA?</p> <p>5 A. Without looking at it, I couldn't tell</p> <p>6 you, but I assume not. If this references a HIPAA</p> <p>7 agreement, then that's probably all it was.</p> <p>8 Q. Yeah, and you know, I want to go back</p> <p>9 through and look at this. In the back of my mind, I</p> <p>10 want to say that there are references to this</p> <p>11 agreement in other parts, which would suggest that</p> <p>12 it's not just relating to HIPAA. I guess what I'd do</p> <p>13 is I would ask that you go back and search for this</p> <p>14 document, and we'll just put this as a request on the</p> <p>15 record, for whatever that Business Associate Agreement</p> <p>16 is.</p> <p>17 (Request noted for the record.)</p> <p>18 MR. DORNER: If we can go to page 137.</p> <p>19 BY MR. DORNER:</p> <p>20 Q. And I want to focus on the first</p> <p>21 paragraph under Article 11. It says, "Upon Plan</p> <p>22 Sponsor's request and only as permitted," here we go,</p> <p>23 "by the Business Associate Agreement entered into</p> <p>24 between the Parties, Anthem will provide Anthem's</p> <p>25 standard account reporting package." It goes on to</p>	<p style="text-align: right;">Page 133</p> <p>1 Q. Does MADA have any -- to the extent</p> <p>2 these requests were in writing, MADA would have access</p> <p>3 to them, wouldn't they?</p> <p>4 MR. HANSEL: Object to the form.</p> <p>5 THE WITNESS: I assume.</p> <p>6 MR. DORNER: Okay. Well, to the extent</p> <p>7 that any requests under this section -- or I</p> <p>8 guess any request, really, was communicated in</p> <p>9 writing to Anthem, I'd request production of</p> <p>10 those. Okay? And that's really a note to</p> <p>11 both you and your counsel.</p> <p>12 (Request noted for the record.)</p> <p>13 BY MR. DORNER:</p> <p>14 Q. Let's go to page 139. I want to focus</p> <p>15 on the paragraph numbered 2. This talks about how</p> <p>16 Anthem will -- "Anthem will furnish and maintain a</p> <p>17 drug formulary for use with the Plan, and Anthem shall</p> <p>18 periodically review and update its formulary. The</p> <p>19 Plan Sponsor shall adopt such formulary as part of the</p> <p>20 design of the Plan." Did Anthem's PBM, in fact,</p> <p>21 supply a formulary or series of formularies in effect</p> <p>22 from 2012 to 2019?</p> <p>23 A. No.</p> <p>24 Q. Who did, if anyone?</p> <p>25 A. The Trust did not have a formulary.</p>

<p style="text-align: right;">Page 134</p> <p>1 Q. Sorry, I might have misstated my 2 question. Did Anthem or its PBM supply a formulary 3 that governed the plan from 2012 to 2019? 4 A. The Trust does not have one, did not 5 have one. We adopted Anthem's formulary. 6 Q. When MADA first signed the 7 Administrative Services Agreement that we're looking 8 at right now, did MADA care what medications were on 9 the formulary? 10 A. Sure, we cared, but we didn't ask about 11 what was on the formulary or not. We understood it to 12 be a generally-accepted list of medications that 13 people would have need of. 14 Q. We've looked at, briefly, an amendment 15 to the Administrative Services Agreement. I know that 16 there are a few of them. We've talked about them. 17 When the agreement was extended by those amendments, 18 did MADA do anything at those times to evaluate or 19 reconsider the formulary? 20 MR. HANSEL: Object to the form. 21 THE WITNESS: No. 22 BY MR. DORNER: 23 Q. They never requested an opportunity to 24 weigh in on the formulary? MADA didn't request an 25 opportunity?</p>	<p style="text-align: right;">Page 136</p> <p>1 speculate. 2 THE WITNESS: I couldn't give you any 3 reasonably accurate number. 4 MR. DORNER: I'm going to request all 5 of the billings that would reflect this 6 information. I'll make that request on the 7 record right now. 8 (Request noted for the record.) 9 (Pause.) 10 MR. DORNER: Sorry, I'm trying to cut 11 out some questions here, guys. So, if we go 12 down to the bottom of this page, Section d.2. 13 BY MR. DORNER: 14 Q. Section d.2 says, "On an annual basis, 15 Anthem shall provide information to an independent 16 third party sufficient to verify that the estimated 17 Drug Rebate credit amount set forth in Section 3 of 18 Schedule A is a reasonable and good faith estimate." 19 Has MADA ever learned whether the third party verified 20 that Anthem's drug rebate estimate was reasonable? 21 A. We haven't asked for a third party to 22 evaluate that. 23 Q. Why not? 24 A. We trusted Anthem to provide whatever 25 it is that we got.</p>
<p style="text-align: right;">Page 135</p> <p>1 A. No. 2 Q. Further down on this page, this is 3 paragraph B, there we go, it says, "Anthem PBM has 4 negotiated programs with pharmaceutical manufacturers 5 (Drug Rebate Programs) under which rebates for certain 6 Prescription Drugs dispensed to members (Drug Rebates) 7 are made directly to Anthem PBM." Do you see what I 8 read there? 9 A. Yes. 10 Q. So, from 2012 to the present, and we 11 may have talked about this, did MADA ever receive any 12 discounts or rebates from Anthem or its PBM for 13 prescription drugs that MADA paid for? 14 A. Yes. 15 Q. That would include Valsartan, right? 16 A. I don't have any knowledge of any 17 specific medication that might be included or not. 18 Q. Do you know the amount of discounts or 19 rebates that MADA received during that time period? 20 A. No. They would have been reflected on 21 some of the billings, but I don't know what those 22 amounts were. 23 Q. Well, ballpark it for me. Was it over 24 a million dollars or was it under a million dollars? 25 MR. HANSEL: Object to the form. Don't</p>	<p style="text-align: right;">Page 137</p> <p>1 MR. DORNER: Let's go to page 144. I 2 want to look at the first paragraph of Section 3 C on this page. C, as in Charlie. 4 BY MR. DORNER: 5 Q. And generally, not wanting to read it 6 into the record, this paragraph talks about changes in 7 conditions, financial or otherwise, of the Plan 8 Sponsor, such that it may not be able to fulfill its 9 obligations under the agreement. So, just generally, 10 let me ask you, Mr. Brown, from 2012 to the present, 11 has MADA ever been insolvent? 12 A. No. 13 Q. From 2012 to the present, has there 14 ever been a time where MADA was unable to pay or 15 reimburse any claim? 16 A. No. 17 Q. At any time has Anthem ever invoked 18 this clause to require MADA to provide assurances of 19 its ability to abide by the terms of the agreement? 20 A. No. 21 MR. DORNER: Let's go to page 157. 22 BY MR. DORNER: 23 Q. This says, at the top, Schedule A to 24 the Administrative Services Agreement. I want to 25 focus on the text at the bottom, Explanation of Drug</p>

<p style="text-align: right;">Page 138</p> <p>1 Rebate Credit. Do you see what I'm referring to 2 there? 3 A. Yes. 4 Q. It says, "Anthem shall return 100 5 percent of the Drug Rebates that it estimates it will 6 receive from PBM to Plan Sponsor in the form of a Drug 7 Rebate Credit." That's the first sentence. You see 8 that, right? 9 A. Yes. 10 Q. And then down beneath that it appears 11 that Anthem estimated this to be \$16.79 per subscriber 12 per month, right? 13 A. Yes. 14 MR. DORNER: Just a second here. I 15 apologize. If we can kill this call-out real 16 fast and go up to Section 1. 17 BY MR. DORNER: 18 Q. It says the effective date of this 19 notice is March 1, 2017 to the end of the day of 20 February 28, 2018. Would you agree with that? 21 A. Yes. 22 Q. So, if we go back down to that Drug 23 Rebate Credit section, it looks like for 2017, part of 24 2018, the Drug Rebate Credit was \$16.79 per member per 25 month. Would you agree?</p>	<p style="text-align: right;">Page 140</p> <p>1 closer to \$56, \$57 a month, is that right, per 2 subscriber? 3 MR. HANSEL: Object to the form. 4 THE WITNESS: Yes, but dental is 5 separate, because there's a different 6 subscription number, or enrollment number for 7 dental as opposed to the medical. 8 BY MR. DORNER: 9 Q. I see. So, then, would the math be 10 more appropriate if I was just dealing with \$35 per 11 subscriber per month? 12 A. Yes. 13 Q. Okay. So, if we add up that \$16.79, we 14 get to \$51.79 per month is what it would have been 15 were it not for the drug rebate credits, right? 16 A. Yes. 17 Q. And that's a substantial savings to 18 MADA, isn't it? 19 A. Yes, it is. 20 Q. Now, we talked about how, I think you 21 said the billings don't reflect the individual 22 medications that served as the bases for these 23 rebates. Is that accurate? 24 A. The billings are in summary form, 25 number of employees by type of product.</p>
<p style="text-align: right;">Page 139</p> <p>1 A. Per subscriber per month. 2 Q. Forgive me, yes, per subscriber per 3 month. And it says here that, "The Plan Sponsor 4 agrees to accept this credit in lieu of receipt of or 5 claim to Drug Rebates received by Anthem, and Plan 6 Sponsor agrees that neither it, the Plan nor any 7 Members shall have any legal or beneficial interest in 8 any Drug Relates." So, what does that mean, exactly? 9 Did MADA get a break on some prices in the value of 10 this \$16.79 per subscriber per month? 11 A. Essentially, they lowered the 12 administrative fee to us for managing claims and 13 providing services by that amount. 14 Q. Okay. And I guess I -- that makes 15 sense. If you look right above this, it says the 16 PPO/HSA is \$35 per subscriber per month; dental is 17 \$2.98; behavioral health is \$1.93. So, I guess, 18 roughly, that works out to, what, about \$38, \$39, 19 about \$40, right? 20 MR. HANSEL: Object to the form. 21 THE WITNESS: Yes. 22 BY MR. DORNER: 23 Q. And so had Anthem not given these drug 24 rebate credits to MADA, MADA would have, instead of 25 paying around \$40 a month, it would have been paying</p>	<p style="text-align: right;">Page 141</p> <p>1 Q. Okay. And so you couldn't look at a 2 particular billing and say, oh, here there's a rebate 3 for Valsartan? That wouldn't show that, right? 4 A. No. 5 Q. Let me ask you this, then: Is it 6 possible that a share of the drug rebate credits that 7 MADA received were based on Valsartan purchases by 8 Anthem? 9 MR. HANSEL: Object to the form. Calls 10 for speculation. 11 BY MR. DORNER: 12 Q. You can answer. 13 A. To the extent that Anthem got any, I 14 assume it would have been included. 15 Q. Does MADA know if Anthem got any 16 rebates for Valsartan? 17 A. No. 18 Q. Does MADA know if Anthem got any 19 rebates for substitute blood pressure medications? 20 A. No. 21 Q. It's possible, right? 22 MR. HANSEL: Objection. Same 23 objection. 24 BY MR. DORNER: 25 Q. You can answer.</p>

<p style="text-align: right;">Page 142</p> <p>1 A. It's possible, yes.</p> <p>2 MR. DORNER: Can we go to page 276?</p> <p>3 VIDEOGRAPHER: I'll need to find this</p> <p>4 real fast.</p> <p>5 BY MR. DORNER:</p> <p>6 Q. Mr. Brown, do you recognize this part</p> <p>7 of Exhibit, what are we on, 6?</p> <p>8 A. Yes.</p> <p>9 Q. What am I looking at here?</p> <p>10 A. The cost of our purchase of Anthem</p> <p>11 services from March 1 of '18 through February 28th of</p> <p>12 '19.</p> <p>13 Q. I think if we go up one page, so let's</p> <p>14 go back one page to 275, this says it's under</p> <p>15 Amendment 4 to the Administrative Services Agreement.</p> <p>16 Is that MADA's recollection, as well?</p> <p>17 A. Yes.</p> <p>18 Q. And it says here that Schedule A is</p> <p>19 replaced by the attached Schedule A, and so the</p> <p>20 document beginning on 276 would be the new controlling</p> <p>21 Schedule A from March 1, 2018 to February 28, 2019,</p> <p>22 right?</p> <p>23 A. That's what it says, yes.</p> <p>24 MR. DORNER: Can we go to the bottom of</p> <p>25 276, please, Section 3? Let's blow that up.</p>	<p style="text-align: right;">Page 144</p> <p>1 A. It might be the result of the</p> <p>2 conversations we had about administrative fees going</p> <p>3 forward, and the fact that drug rebates has become</p> <p>4 more of public conversation, shall we say.</p> <p>5 Q. Understood. So, is this a change that</p> <p>6 MADA requested?</p> <p>7 A. We would have discussed the drug</p> <p>8 rebates. I couldn't tell you if Anthem brought it up</p> <p>9 or we did.</p> <p>10 Q. It looks like the overall effect of</p> <p>11 this was rather than getting a credit against those</p> <p>12 administrative fees, it looks like this time it was</p> <p>13 more along the lines of Anthem would actually just</p> <p>14 provide a payment to MADA. Is that how it worked?</p> <p>15 MR. HANSEL: Object to the form.</p> <p>16 THE WITNESS: They provided us a credit</p> <p>17 on our billing from time to time for those</p> <p>18 amounts.</p> <p>19 BY MR. DORNER:</p> <p>20 Q. So, you didn't get a check in the mail,</p> <p>21 but your billing would reflect some sort of rebate for</p> <p>22 rebates that Anthem or its PBM had negotiated; am I</p> <p>23 right?</p> <p>24 A. Yes.</p> <p>25 Q. Again, for this period of March, 2018</p>
<p style="text-align: right;">Page 143</p> <p>1 BY MR. DORNER:</p> <p>2 Q. And again, here, it's showing that for</p> <p>3 this period, MADA is paying, again, \$35 per subscriber</p> <p>4 per month for PPO and HSA plan administration,</p> <p>5 correct?</p> <p>6 A. Yes.</p> <p>7 Q. Now, can you flip over to the next</p> <p>8 page? Under the Prescription Drug Rebates section,</p> <p>9 I'm going to read part of this. It says, "Anthem will</p> <p>10 pay to Plan Sponsor 35 percent of the Drug Rebates</p> <p>11 collected from PBM and attributable to Plan Sponsor's</p> <p>12 plan subject to Anthem's timely receipt of payment and</p> <p>13 accompanying data from PBM. On a quarterly basis,</p> <p>14 Anthem shall credit Plan Sponsor the Drug Rebates it</p> <p>15 has collected from PBM." Skipping ahead, "Anthem</p> <p>16 shall continue to provide Plan Sponsor its share of</p> <p>17 the Drug Rebates under this provision until the</p> <p>18 termination of this Agreement and any applicable</p> <p>19 Claims Runout period." So, my question to you is</p> <p>20 between 2017 and 2018, when we were dealing with</p> <p>21 Amendment 3, and 2018 and 2019 when we were dealing</p> <p>22 with Amendment 4, it looks like the structure of how</p> <p>23 the drug rebate was paid changed. Is that accurate?</p> <p>24 A. Yes.</p> <p>25 Q. Why did it change?</p>	<p style="text-align: right;">Page 145</p> <p>1 to the end of February, 2019, how much did Anthem pay</p> <p>2 MADA in drug rebates during this period?</p> <p>3 A. I don't know that offhand.</p> <p>4 Q. The billings would reflect that?</p> <p>5 A. Yes, they should.</p> <p>6 MR. DORNER: Okay. I'll make that same</p> <p>7 request, then, for those, as well.</p> <p>8 (Request noted for the record.)</p> <p>9 MR. DORNER: Can we go to MADA 297,</p> <p>10 please?</p> <p>11 BY MR. DORNER:</p> <p>12 Q. Mr. Brown, this is another Schedule A.</p> <p>13 I'll represent to you that this is the schedule I</p> <p>14 found at Amendment 5 to the Administrative Services</p> <p>15 Agreement. Have you seen this document before?</p> <p>16 A. Yes.</p> <p>17 Q. And I just have a really quick question</p> <p>18 here. There's some terminology changing that I'm</p> <p>19 seeing. If we go down to Section 3.A, Anthem is</p> <p>20 referring to paying Trust 50 percent of the drug</p> <p>21 rebates collected from PBM and attributable to Trust's</p> <p>22 plan. I just want to make sure that Trust here is</p> <p>23 still referring to MADA. Is that right?</p> <p>24 A. Yes.</p> <p>25 MR. DORNER: Can we go back to page</p>

<p style="text-align: right;">Page 146</p> <p>1 158, please?</p> <p>2 BY MR. DORNER:</p> <p>3 Q. What I want to talk about a little bit,</p> <p>4 and we may be getting close to a lunch break here.</p> <p>5 Let's see how we're doing. Yeah, I think we're</p> <p>6 getting close to a lunch break. I just want to talk a</p> <p>7 little bit about how these billings work. So, this</p> <p>8 says down near the bottom --</p> <p>9 MR. DORNER: Can we go to Billing</p> <p>10 Cycle, and zoom in on that, Section 4.A and B.</p> <p>11 BY MR. DORNER:</p> <p>12 Q. It says that MADA would be, basically,</p> <p>13 presented with daily notifications as a result of</p> <p>14 claims processed and paid by Anthem. So, during the</p> <p>15 time of Amendment 3, did MADA get daily bills?</p> <p>16 A. At one point they were daily. At some</p> <p>17 point they switched to weekly.</p> <p>18 Q. And who would have actually received</p> <p>19 those bills?</p> <p>20 A. I would have.</p> <p>21 Q. What would you do with them?</p> <p>22 A. We would put them in a file so that we</p> <p>23 could -- since they represented the amount of paid</p> <p>24 claims for that period, we would accumulate them for</p> <p>25 the month.</p>	<p style="text-align: right;">Page 148</p> <p>1 Q. It says, "Anthem will initiate an ACH</p> <p>2 demand debit transaction that will withdraw the amount</p> <p>3 due from a designated Plan Sponsor bank account no</p> <p>4 later than the next business day following the invoice</p> <p>5 due date." Is that an accurate reflection of how it</p> <p>6 worked in reality?</p> <p>7 A. Pretty much.</p> <p>8 Q. Okay.</p> <p>9 A. They sent a notice to our bank, and our</p> <p>10 bank sent money to Anthem. We weren't necessarily</p> <p>11 always on a daily basis.</p> <p>12 Q. And so just to get the flow of dollars</p> <p>13 right, Anthem would actually pay the pharmacies, and</p> <p>14 then Anthem would pay itself back by taking money out</p> <p>15 of MADA's account; is that true?</p> <p>16 A. Yes.</p> <p>17 Q. Did MADA ever dispute any charges from</p> <p>18 Anthem?</p> <p>19 A. For claims, no.</p> <p>20 Q. You mention for claims. Have there</p> <p>21 been other disputes between MADA and Anthem in the</p> <p>22 past?</p> <p>23 A. From time to time we look at the</p> <p>24 enrollment level, which is a different part of that</p> <p>25 bill, an administrative fee, based on the number of</p>
<p style="text-align: right;">Page 147</p> <p>1 Q. How many, just to better understand</p> <p>2 this, like how many pages was the daily bill?</p> <p>3 A. One.</p> <p>4 Q. Oh, great. Okay. Okay. And so over</p> <p>5 the course of a year, you would receive, not 365,</p> <p>6 because I'm assuming you didn't get one on Christmas</p> <p>7 or Fourth of July, but you would get, roughly for</p> <p>8 every business day, you would get a bill?</p> <p>9 A. Pretty much, unless at some point it</p> <p>10 changed to weekly during then, or --</p> <p>11 Q. Yeah, and I --</p> <p>12 A. You know, whatever.</p> <p>13 Q. And I think I know what you're talking</p> <p>14 about with regard to the weekly billing. These bills,</p> <p>15 they don't break down claim-by-claim what Anthem is</p> <p>16 charging MADA, right?</p> <p>17 A. No.</p> <p>18 Q. Has MADA retained these billings?</p> <p>19 A. We have some of the recent ones. I</p> <p>20 don't know how far back they go, because it's</p> <p>21 voluminous.</p> <p>22 MR. DORNER: If we can go to the next</p> <p>23 page, please, the top section, Section C. It</p> <p>24 says Payment Method.</p> <p>25 BY MR. DORNER:</p>	<p style="text-align: right;">Page 149</p> <p>1 employees enrolled.</p> <p>2 Q. So, MADA might say, hey, we don't have</p> <p>3 this many people; you're billing us too much?</p> <p>4 A. Something, yeah, along that line, yes.</p> <p>5 Q. Other than keep money in the account</p> <p>6 that Anthem draws from, does MADA have to do anything</p> <p>7 to reimburse claims that Anthem billed for?</p> <p>8 A. No.</p> <p>9 Q. Would it be accurate to say that the</p> <p>10 only payee that MADA paid for Valsartan-containing</p> <p>11 drugs or substitute blood pressure medications is</p> <p>12 Anthem?</p> <p>13 MR. HANSEL: Object to the form.</p> <p>14 THE WITNESS: Yes.</p> <p>15 BY MR. DORNER:</p> <p>16 Q. Does MADA have any knowledge with</p> <p>17 respect to the payees whom Anthem paid for Valsartan</p> <p>18 or substitute blood pressure medications?</p> <p>19 A. No.</p> <p>20 Q. Pharmacies would be on that list,</p> <p>21 though, right? Anthem paid pharmacies, right?</p> <p>22 A. The bills have medical, have pharmacy,</p> <p>23 have dental separation. It's one document.</p> <p>24 Q. I'm sorry?</p> <p>25 A. It's one document for each.</p>

<p style="text-align: right;">Page 150</p> <p>1 Q. Understood. What I was referring to is</p> <p>2 Anthem's payee, so Anthem is the payor, and then it's</p> <p>3 sending money, it's reimbursing money, it would be</p> <p>4 sending money to pharmacies, at least, right?</p> <p>5 MR. HANSEL: Object to the form.</p> <p>6 THE WITNESS: Presumably, they paid the</p> <p>7 pharmacy.</p> <p>8 BY MR. DORNER:</p> <p>9 Q. So, I'd think so, too. If the PBM that</p> <p>10 Anthem contracted with was getting any money, they</p> <p>11 would be a payee, also, right?</p> <p>12 A. Yes.</p> <p>13 Q. Is MADA aware of any other payees?</p> <p>14 MR. HANSEL: Object to the form.</p> <p>15 THE WITNESS: Hospitals, doctors,</p> <p>16 whatever. Sometimes individuals, as</p> <p>17 out-of-pocket expense.</p> <p>18 BY MR. DORNER:</p> <p>19 Q. And I'm referring just to Valsartan and</p> <p>20 substitute drugs.</p> <p>21 A. Oh, okay. Sorry.</p> <p>22 Q. No, that's okay. It's okay. It was a</p> <p>23 bad question.</p> <p>24 MR. HANSEL: Object to the form.</p> <p>25 MR. DORNER: Can we go to page 278? If</p>	<p style="text-align: right;">Page 152</p> <p>1 A. No.</p> <p>2 Q. Does MADA have any knowledge about the</p> <p>3 internal processes by which Anthem managed,</p> <p>4 administered, billed and tracked VCD -- excuse me,</p> <p>5 Valsartan or blood pressure medication-related claims</p> <p>6 from 2012 to 2019?</p> <p>7 A. No.</p> <p>8 Q. MADA never asked about their processes</p> <p>9 for handling those matters?</p> <p>10 A. No.</p> <p>11 MR. DORNER: Let's go to page 286.</p> <p>12 BY MR. DORNER:</p> <p>13 Q. So, this is a Schedule C to</p> <p>14 Administrative Services Agreement with MADA. Could</p> <p>15 you identify just generally what this schedule relates</p> <p>16 to? And if you need the text blown up, we can do</p> <p>17 that.</p> <p>18 MR. HANSEL: Objection. We can only</p> <p>19 see the first page of it.</p> <p>20 MR. DORNER: That's fair. Can you blow</p> <p>21 up the first paragraph, Justin?</p> <p>22 BY MR. DORNER:</p> <p>23 Q. So, let's do this. Mr. Brown, if you</p> <p>24 could just give that first paragraph a quick read, and</p> <p>25 let me know if you've seen this document before.</p>
<p style="text-align: right;">Page 151</p> <p>1 we can look up at -- actually, on page 2 --</p> <p>2 sorry, I'm trying to do this. Let's do it</p> <p>3 this way. We'll do it the easy way.</p> <p>4 BY MR. DORNER:</p> <p>5 Q. I'll represent to you that these are</p> <p>6 pages within Amendment 4 to the Administrative</p> <p>7 Services Agreement. That's that period, I believe,</p> <p>8 covering March 1, 2018 to February 28, 2019. Okay?</p> <p>9 A. Okay.</p> <p>10 Q. And if we go to Section 4, down at the</p> <p>11 bottom here, it looks like the billing cycle changed</p> <p>12 to weekly. Is that when that change occurred?</p> <p>13 A. Well, certainly, that's what that says.</p> <p>14 I'm not sure what the exact date is.</p> <p>15 Q. Okay. So, in practice, it may have</p> <p>16 been before or after that?</p> <p>17 A. Yes.</p> <p>18 Q. Other than the change in frequency of</p> <p>19 how often MADA would be billed by Anthem, did anything</p> <p>20 else change in terms of how MADA received, reviewed or</p> <p>21 approved claims presented by Anthem?</p> <p>22 A. No.</p> <p>23 Q. Was anyone else involved in the process</p> <p>24 from 2018 to 2019 who hadn't previously been involved</p> <p>25 with respect to the review and payment of plans?</p>	<p style="text-align: right;">Page 153</p> <p>1 A. (Pause.) Yes, I have seen this</p> <p>2 document.</p> <p>3 Q. Do you have general knowledge of its</p> <p>4 contents?</p> <p>5 A. Yes.</p> <p>6 Q. So, what is this document -- what is</p> <p>7 this document covering? What's it about?</p> <p>8 A. Well, it's basically the relationship</p> <p>9 between the Trust and Anthem, and how certain things</p> <p>10 are supposed to work between the parties. We receive</p> <p>11 certain services, we pay them certain amounts, and if</p> <p>12 we don't pay them, they had certain rights, and if we</p> <p>13 believe that they're not performing, we had certain</p> <p>14 rights.</p> <p>15 Q. I want to focus specifically on the</p> <p>16 language in this paragraph, the "Performance</p> <p>17 Guarantees" language. Can you describe, generally,</p> <p>18 what these performance guarantees are?</p> <p>19 A. Well, my understanding of that would be</p> <p>20 that Anthem would pay claims when they're supposed to,</p> <p>21 they would enroll and terminate people when they're</p> <p>22 supposed to, and we would pay them when we're supposed</p> <p>23 to, and send the information about enrollment issues,</p> <p>24 as we're supposed to, in a timely manner.</p> <p>25 Q. Have there ever been performance</p>

<p style="text-align: right;">Page 154</p> <p>1 guarantees prior to March 1st, 2018, when this 2 document went into effect? 3 A. Not specifically stated, I don't think, 4 but the general terms would have been similar. 5 MR. DORNER: Let's go to page 289. 6 MR. HANSEL: When would be a good time 7 for a lunch break, Drew? 8 MR. DORNER: I'm thinking, just looking 9 at my outline here, I don't know, probably in 10 the next ten minutes. Is that okay with you? 11 MR. HANSEL: It's okay with me. Is 12 that okay with you, Mr. Brown? 13 THE WITNESS: Sure. 14 MR. DORNER: So, up at the top let's 15 zoom in on the top half of the page, please. 16 A little further. Good enough. Okay. 17 BY MR. DORNER: 18 Q. All right. So, this says it's 19 Attachment 1 to the schedule we were just looking at, 20 and it says, "Pharmacy Performance Guarantees. This 21 Attachment is made part of Schedule C and will be 22 effective for the Performance Period from March 1, 23 2018 through February 28, 2021." Can you describe 24 what we're looking at here, Mr. Brown? 25 A. This section looks like the amounts</p>	<p style="text-align: right;">Page 156</p> <p>1 treated differently than some other pharmacies, 2 individually, and chains in terms of the co-pays that 3 our people pay, so I'm assuming that's what that 4 refers to, but I do not know. 5 Q. It sounds like there was a development 6 at this time of, basically, a preferred pharmacy 7 network. Is that accurate? 8 A. Well, a person can get medication at 9 any pharmacy, but the co-pays for two of the chains 10 were different than others, presumably, I don't know 11 this, because there were different pricing 12 arrangements between Anthem and the pharmacies, or 13 whatever. 14 Q. Okay. So, certain pharmacies for MADA 15 members, it was preferred that they fill there, or 16 they might prefer to fill there, because their co-pays 17 are lower than they would be at a Walgreens or a Rite? 18 Is that how it worked? 19 A. That would be the individual's choice, 20 yes. 21 Q. And then if we go down a little bit on 22 this page, it refers to the National Plus Retail 23 Pharmacy, and it looks like the discounts here aren't 24 quite as good. Would the National Plus Retail 25 Pharmacies, would that be the Rite Aid and the</p>
<p style="text-align: right;">Page 155</p> <p>1 that we're going to be charged for different types 2 of -- different categories of pharmacy charges, or 3 pharmacy costs and charges. 4 Q. Now, if we look under the section RX 5 Choice Retail Pharmacy Network Providers, a lot of the 6 numbered items, they say brand discounts, generic 7 discounts, and then there's two that refer to 8 dispensing fees. I want to focus on the discounts. 9 Is this list, basically, discounts that Anthem 10 guaranteed it would negotiate for MADA? 11 A. These are what we would pay Anthem. 12 Q. Okay. So, Anthem guaranteed that it 13 wouldn't charge any more than the amounts reflected 14 here; is that accurate? 15 A. Yes. 16 Q. And they characterize that as 17 discounts. So, is that a discount that Anthem is 18 giving MADA? 19 A. Yes. 20 Q. And these discounts pertain to both 21 brand name and generic drugs, right? 22 A. Yes, they're separate lines. 23 Q. Can you explain to me what an RX Choice 24 Retail Pharmacy is? 25 A. We have two -- Rite Aid, Walgreens are</p>	<p style="text-align: right;">Page 157</p> <p>1 Walgreens, the non-preferred pharmacies? 2 A. That's what I would guess, looking at 3 this. 4 MR. HANSEL: Object to the form of the 5 question. 6 BY MR. DORNER: 7 Q. If we look at item number 3 under the 8 RX Choice Retail Pharmacy Network Providers, it says, 9 "Generic discount: AWP minus 81.5 percent (Year 1), 10 81.75 percent (Year 2), 82 percent (Year 3). What 11 does MADA understand this to mean? 12 A. That we would get a slightly better 13 price in Year 3 of this arrangement with respect to 14 generic discounts. 15 Q. And then for item number 4, just 16 beneath that, it says the dispensing fee is 85 17 cents -- well, it says 85 cents in all years. Is the 18 dispensing fee something that is added onto any 19 prescriptions? It's what the pharmacy charges to 20 dispense the drug? 21 A. It's included in the price that -- I 22 don't know how the pharmacy charges Anthem, whether 23 it's a separate set. Presumably, it is, since a 24 dispensing fee is a per-script issued fee, generally. 25 Q. I think we talked earlier about what</p>

<p style="text-align: right;">Page 158</p> <p>1 AWP is. That's, what, Average Wholesale Price, is 2 what we said it is? 3 A. Yes. 4 Q. Okay. So, I guess I just want to walk 5 through an example here using this section. Let's say 6 a MADA member fills a generic prescription at an RX 7 choice in-network pharmacy, and let's say that the 8 Average Wholesale Price of that generic drug usually 9 costs \$100 for a 30-day supply. Under this agreement, 10 Anthem would bill MADA, basically, \$100 minus \$81.50 11 in Year 1, leaving \$19.35 when you factor in the 12 dispensing fee as the total cost to MADA? Does that 13 sound about right? 14 A. That's what that math would show, yes. 15 Q. And then this applied, also, I believe, 16 if you look down at the bottom of the page, to mail 17 delivery pharmacies. Can you confirm that to be the 18 case? 19 A. Yes. 20 Q. Home Delivery Pharmacies, I think is 21 what it says. 22 A. Yes. There's no dispensing fee there, 23 but yes, same type of math. 24 Q. Was Anthem actually able to achieve 25 these prices to MADA in 2018?</p>	<p style="text-align: right;">Page 160</p> <p>1 MR. DORNER: Two more pages. If we 2 could go to 292, two pages down, top section, 3 Penalty Calculation. There we go. 4 BY MR. DORNER: 5 Q. It says here a penalty, just as an 6 example, \$15 PMPM or more, it says the penalty would 7 be none. I'm just wondering if you can clarify what 8 PMPM stands for? 9 A. Per member per month. 10 MR. DORNER: All right. We're going to 11 start getting into claims data next, and 12 that's going to be, probably, the next lengthy 13 section that we're going to deal with, so I 14 think now is a good time to break for lunch. 15 Let's go ahead and go off the record and talk 16 about time. 17 VIDEOGRAPHER: The time is 12:39. This 18 ends Media Unit 3. We're going off the 19 record. 20 (Recess taken from 12:39 p.m. to 1:17 21 p.m.) 22 VIDEOGRAPHER: The time is now 1:17. 23 This begins Media Unit Number 4. We're back 24 on the record. 25 MR. DORNER: I hope everybody had a</p>
<p style="text-align: right;">Page 159</p> <p>1 A. We did not check it. 2 Q. Did it ever check it at any point? 3 A. No. 4 Q. Did Anthem ever pay any penalties for 5 failing to meet any of these guarantees? 6 A. No. 7 MR. DORNER: We'll go to page 290. And 8 it's a quick sentence, I'd say about between 9 half and two-thirds down the page, right under 10 Single Source Generics. Yeah, that's the one, 11 Justin. 12 BY MR. DORNER: 13 Q. "This guarantee applies only as long as 14 there are at least 31,001 Annualized Adjusted 15 Prescription Drug Claims. Let me ask this in a 16 general way, Mr. Brown. Has MADA ever been at risk at 17 any point in 2018, 2019, or 2020 of falling below 18 31,001 Annualized Adjusted Prescription Drug Claims 19 for its members? 20 A. I don't believe so, but I haven't 21 looked at that in a long time. 22 Q. Would it surprise you to learn that 23 there were fewer than 31,000 Annualized Adjusted 24 Prescription Drug Claims over the course of a year? 25 A. Yes.</p>	<p style="text-align: right;">Page 161</p> <p>1 nice lunch break. Let's go ahead and start by 2 pulling up Exhibit 7. 3 BY MR. DORNER: 4 Q. Mr. Brown, we had pulled up Exhibit 7 5 prior, or earlier in this deposition, and so I know 6 that we've talked about it once before. Again, 7 refresh my memory, do you recognize this document? 8 A. Only from when you showed it to me 9 earlier. 10 Q. Okay. Well, I'll represent to you that 11 this is a spreadsheet that MADA's counsel, your 12 counsel, produced to us. It's titled Purchases of 13 Recalled Valsartan Products by MADA Members, January 1 14 of 2012 to Present. My first question to you is does 15 this spreadsheet represent the full scope of alleged 16 Valsartan reimbursements for which MADA is seeking 17 damages? 18 MR. HANSEL: Object to the form. 19 THE WITNESS: I assumed, but we had 20 MADA itself. This is something that came from 21 Anthem, not from us. 22 BY MR. DORNER: 23 Q. Right, but this was included in your 24 Plaintiff Fact Sheet that you signed -- 25 A. Okay.</p>

<p style="text-align: right;">Page 162</p> <p>1 Q. -- when asked to provide information</p> <p>2 about all of the claims and purchases of Valsartan.</p> <p>3 So, I need to know what MADA's position is. Does this</p> <p>4 spreadsheet represent the full scope of alleged</p> <p>5 Valsartan reimbursements for which MADA is seeking</p> <p>6 damages in this case?</p> <p>7 A. Yes.</p> <p>8 Q. And so if we were to add all of the</p> <p>9 reimbursements up on this spreadsheet, that would give</p> <p>10 us the amount MADA is seeking in damages as relates to</p> <p>11 Valsartan purchases, correct?</p> <p>12 MR. HANSEL: Object to the form.</p> <p>13 THE WITNESS: Yes.</p> <p>14 BY MR. DORNER:</p> <p>15 Q. MADA is not including non-recalled</p> <p>16 Valsartan in its claim, is it?</p> <p>17 MR. HANSEL: Object to the form.</p> <p>18 THE WITNESS: Non-recalled Valsartan?</p> <p>19 No.</p> <p>20 BY MR. DORNER:</p> <p>21 Q. Let me rephrase it to make sure it's a</p> <p>22 clear answer. Is MADA including non-recalled</p> <p>23 Valsartan in its claim for damages?</p> <p>24 A. No.</p> <p>25 MR. HANSEL: Object to the form,</p>	<p style="text-align: right;">Page 164</p> <p>1 allegedly purchased Valsartan?</p> <p>2 A. It would not appear to.</p> <p>3 Q. Did MADA ever do anything to actually</p> <p>4 confirm that the Valsartan products on this list</p> <p>5 actually contained an impurity?</p> <p>6 MR. HANSEL: Object to the form,</p> <p>7 foundation.</p> <p>8 THE WITNESS: The Trust did not.</p> <p>9 BY MR. DORNER:</p> <p>10 Q. Did Anthem, to the best of MADA's</p> <p>11 knowledge?</p> <p>12 A. I have no idea.</p> <p>13 Q. Does each entry in this list represent</p> <p>14 one fill of a prescription?</p> <p>15 MR. HANSEL: Object to the form.</p> <p>16 THE WITNESS: It would appear so, given</p> <p>17 the co-pay list.</p> <p>18 BY MR. DORNER:</p> <p>19 Q. What do you mean by given the co-pay</p> <p>20 list?</p> <p>21 A. Well, there's a column for MBR co-pay,</p> <p>22 which I assume MBR means member, and the co-pays at 0,</p> <p>23 20, 30, 40, whatever, would be the applicable co-pays</p> <p>24 at various times during the last several years.</p> <p>25 Q. You mentioned Anthem developed this</p>
<p style="text-align: right;">Page 163</p> <p>1 foundation.</p> <p>2 BY MR. DORNER:</p> <p>3 Q. Did MADA obtain any of the information</p> <p>4 in Exhibit 7 from its own files or records?</p> <p>5 A. No.</p> <p>6 Q. Can you tell me all sources from which</p> <p>7 these data were obtained?</p> <p>8 A. Anthem, I would assume.</p> <p>9 Q. Did MADA determine whether or not a</p> <p>10 particular fill of Valsartan on this spreadsheet was</p> <p>11 within the scope of the FDA's recall?</p> <p>12 A. The Trust did not.</p> <p>13 Q. Did Anthem do that?</p> <p>14 A. The assumption is yes.</p> <p>15 Q. You don't know for certain?</p> <p>16 A. I do not.</p> <p>17 Q. Do you know if Anthem used lot numbers</p> <p>18 to make that determination?</p> <p>19 A. I do not.</p> <p>20 Q. Do you know if Anthem relied solely on</p> <p>21 NDC codes, National Drug Codes, to make that</p> <p>22 determination?</p> <p>23 A. No.</p> <p>24 Q. Is there any way, looking at this</p> <p>25 spreadsheet, to verify the expiration dates of the</p>	<p style="text-align: right;">Page 165</p> <p>1 document. When was it developed?</p> <p>2 MR. HANSEL: Object to the form.</p> <p>3 THE WITNESS: I don't know.</p> <p>4 BY MR. DORNER:</p> <p>5 Q. Can MADA vouch for the reliability of</p> <p>6 any of the data in this spreadsheet?</p> <p>7 A. The Trust cannot.</p> <p>8 Q. We've touched on this briefly, but</p> <p>9 what, if any, information related to claims for</p> <p>10 Valsartan by MADA members does MADA maintain on its</p> <p>11 own?</p> <p>12 A. None.</p> <p>13 MR. DORNER: Can we go to Exhibit 8,</p> <p>14 please? Leave 7 open, but let's go to Exhibit</p> <p>15 8.</p> <p>16 (Document marked as Exhibit TB-8 for</p> <p>17 identification, and is designated as highly</p> <p>18 confidential.)</p> <p>19 BY MR. DORNER:</p> <p>20 Q. Mr. Brown, this is an exhibit that I</p> <p>21 created. It was using Exhibit 7 as its source, and</p> <p>22 all I did was I sorted the spreadsheet by column on</p> <p>23 the right. Do you see where it says Total Plan Paid?</p> <p>24 A. Yes.</p> <p>25 Q. And all I did was I clicked on that</p>

<p style="text-align: right;">Page 166</p> <p>1 column, and I said sort by lowest amount to highest 2 amount. So, you'll notice it starts with zeros, then 3 it leads down to 3.61, 10.78, 13.61, et cetera. Do 4 you see what I mean? 5 A. Yes. 6 Q. And then, finally, at the very bottom, 7 in the last row, it should end, if Justin can scroll 8 us there, it should end at 616.57. Do you see that? 9 A. Yes. 10 Q. Now, if you look on the far bottom left 11 of this, you'll notice in Microsoft itself, we call 12 this number, do you see the 219 there in the bottom 13 left? 14 A. Yes. 15 Q. We call that just a row number. All 16 right? So, essentially, there are 219 row numbers in 17 this spreadsheet. Do you see what I mean? 18 A. Yes. 19 MR. DORNER: Great. Let's pull up 20 Exhibit 9. Here we are. 21 (Document marked as Exhibit TB-9 for 22 identification, and is designated as highly 23 confidential.) 24 BY MR. DORNER: 25 Q. This is a document we received pursuant</p>	<p style="text-align: right;">Page 168</p> <p>1 Q. Now, Exhibit 9 contains all of the data 2 that's in Exhibit 7 and Exhibit 8, but then also has 3 some additional data that Anthem was able to provide. 4 Can we agree that this contains the same information 5 as Exhibit 7 and 8, just with more information from 6 Anthem? 7 MR. HANSEL: Objection. Objection. 8 You can't realistically expect Mr. Brown to 9 compare these two huge spreadsheets on the 10 turn of a dime, if at all. 11 MR. DORNER: Okay. Well, Mr. Hansel, 12 I'm not asking him to do that. What I'm 13 asking him to do is to agree that the claims 14 shown for Valsartan purchases in Exhibit 9 are 15 the same claims that you produced in Exhibit 16 7. That's all I'm trying to do. 17 MR. HANSEL: Same objection. 18 MR. DORNER: Okay. 19 BY MR. DORNER: 20 Q. Mr. Brown, are you comfortable 21 proceeding on that assumption with me? 22 MR. HANSEL: Objection. Same 23 objection. 24 BY MR. DORNER: 25 Q. You can answer.</p>
<p style="text-align: right;">Page 167</p> <p>1 to subpoena from Anthem. Have you seen anything like 2 Exhibit 9 before? 3 A. No. 4 Q. And I should clarify, this is not the 5 document in this exact form we received from Anthem. 6 Much like Exhibit 8, this is another one where -- 7 MR. DORNER: If we scroll almost all 8 the way over to the right, Justin, there 9 should be another column for Total Plan Paid. 10 There it is. It's Column AG, alpha, gull. 11 BY MR. DORNER: 12 Q. Do you see where I'm referring to, Mr. 13 Brown? 14 A. Total Plan, yes. 15 Q. And much like Exhibit 8, I sorted this 16 document received from Anthem to, again, be the lowest 17 to highest in terms of the value in that Total Plan 18 Paid column. Do you understand what I'm getting at 19 there? 20 A. Yes. 21 Q. And again, it starts with zeros, and 22 then goes \$3.61, then \$10.78, and it should, if we 23 scroll all the way to the bottom, it should reflect a 24 final number of \$616.57. Do you see that there? 25 A. Yes.</p>	<p style="text-align: right;">Page 169</p> <p>1 A. I can see that both plan columns appear 2 to be identical, yes. I mean, the co-pay information 3 appears to be identical. 4 Q. Okay. Let's go back to Exhibit 8, 5 which is MADA's spreadsheet as it was originally 6 produced. 7 MR. DORNER: Can you scroll to the top, 8 please, Justin? And can we put this back 9 into, I think it's page view? Yes. And go 10 back up to the top. 11 BY MR. DORNER: 12 Q. Now, Mr. Brown, unfortunately, when we 13 use Excel it divides the spreadsheet up into multiple 14 pages, but you can agree with me that at top of each 15 page it says Purchases of Valsartan, it's dated 16 January, 2012 to the present. Do you see what I mean? 17 A. Yes. 18 Q. Now, why did MADA choose a date range 19 of January 1, 2012 to the present for this 20 spreadsheet? 21 A. I guess I'd have to defer to our 22 attorneys. 23 Q. Well, I can't depose your attorneys. I 24 can only depose you. And so I'm wondering what MADA's 25 position is as to why it chose January 1, 2012.</p>

<p style="text-align: right;">Page 170</p> <p>1 A. Presumably, that's the period of time</p> <p>2 at issue here.</p> <p>3 Q. You don't know for certain?</p> <p>4 A. I believe that's the period of the</p> <p>5 complaint.</p> <p>6 Q. If there were no recalled Valsartan</p> <p>7 products in 2012, then would MADA have a need to go</p> <p>8 back to 2012 for its claim in this case?</p> <p>9 MR. HANSEL: Object to the form. Calls</p> <p>10 for a legal conclusion.</p> <p>11 BY MR. DORNER:</p> <p>12 Q. You can answer.</p> <p>13 A. No.</p> <p>14 Q. You wouldn't agree with that?</p> <p>15 MR. HANSEL: Object to the form.</p> <p>16 THE WITNESS: I guess I'd ask you to</p> <p>17 repeat the question.</p> <p>18 BY MR. DORNER:</p> <p>19 Q. Sure. Sure. If there were no recalled</p> <p>20 Valsartan products in 2012, then MADA wouldn't be</p> <p>21 seeking damages for Valsartan that it claims it paid</p> <p>22 in that year, would it?</p> <p>23 MR. HANSEL: Object to the form.</p> <p>24 THE WITNESS: No, we would not.</p> <p>25 BY MR. DORNER:</p>	<p style="text-align: right;">Page 172</p> <p>1 produced to us. It's not sorted by Total Plan Paid</p> <p>2 and the dollar amounts in that column. Do you</p> <p>3 understand what I mean?</p> <p>4 A. Yes.</p> <p>5 Q. So, this is the same thing as Exhibit</p> <p>6 9, just sorted differently. The items on the list are</p> <p>7 just in a different order. Okay?</p> <p>8 A. Okay.</p> <p>9 Q. Now, if we go to Column L here on this</p> <p>10 spreadsheet, this column is titled Date Filled. Does</p> <p>11 MADA know whether this is the date that the</p> <p>12 prescription shown on the spreadsheet was actually</p> <p>13 filled?</p> <p>14 A. The Trust does not know that.</p> <p>15 Q. For purposes of these questions, can we</p> <p>16 proceed on that assumption?</p> <p>17 A. Yes.</p> <p>18 Q. Now, I'm going to have our video</p> <p>19 technician just scroll at a reasonable pace. If you</p> <p>20 need him to slow down, go ahead, ask him to slow down,</p> <p>21 but I want you to tell me if there are any claims for</p> <p>22 prescriptions filled for 2012, 2013, or 2014 in this</p> <p>23 column. Okay?</p> <p>24 A. Okay.</p> <p>25 MR. HANSEL: Object to the form.</p>
<p style="text-align: right;">Page 171</p> <p>1 Q. Same goes for 2013 and 2014?</p> <p>2 MR. HANSEL: Object to the form.</p> <p>3 THE WITNESS: Yes, same goes.</p> <p>4 BY MR. DORNER:</p> <p>5 Q. Now, you would agree that the</p> <p>6 spreadsheet that MADA produced, it doesn't contain</p> <p>7 dates of any of these alleged purchases, does it?</p> <p>8 A. There are no dates on this screen.</p> <p>9 Q. And so from the document that MADA</p> <p>10 produced, it's impossible for anybody in my position</p> <p>11 to tell whether any of these alleged reimbursements</p> <p>12 actually happened in 2012 or some other year, isn't</p> <p>13 it?</p> <p>14 MR. HANSEL: Object to the form.</p> <p>15 THE WITNESS: No, you couldn't put a</p> <p>16 date to it.</p> <p>17 MR. DORNER: Can we go to Exhibit 10,</p> <p>18 please? We can also close, I think, 8 and 9.</p> <p>19 Okay, this is 10.</p> <p>20 (Document marked as Exhibit TB-10 for</p> <p>21 identification, and is designated as highly</p> <p>22 confidential.)</p> <p>23 BY MR. DORNER:</p> <p>24 Q. Mr. Brown, I'll represent to you that</p> <p>25 this is Anthem's spreadsheet as it was originally</p>	<p style="text-align: right;">Page 173</p> <p>1 BY MR. DORNER:</p> <p>2 Q. Looks like we reached the end there.</p> <p>3 Mr. Brown, did you see any prescriptions filled from</p> <p>4 2012 to 2014 on this list?</p> <p>5 A. No, I did not.</p> <p>6 Q. The oldest ones were filled in 2015,</p> <p>7 right?</p> <p>8 A. That's the oldest date I recall seeing</p> <p>9 yes.</p> <p>10 Q. Now, I certainly would not expect you</p> <p>11 to have looked through this for the exact earliest</p> <p>12 date in 2015. I'll tell you I did do that, and I'll</p> <p>13 represent to you that it's April 4th of 2015.</p> <p>14 MR. DORNER: Can we go to row 70 of</p> <p>15 this spreadsheet, please?</p> <p>16 BY MR. DORNER:</p> <p>17 Q. All right. Are you able to see that</p> <p>18 row that Justin highlighted there for us?</p> <p>19 A. Yes.</p> <p>20 Q. So, according to this spreadsheet, on</p> <p>21 April 4, 2015, I'll call her Ms. H, for privacy</p> <p>22 purposes on the stenographic record, filled a</p> <p>23 prescription of 320 milligram Valsartan. We may have</p> <p>24 to scroll over a little bit to show the medication.</p> <p>25 MR. DORNER: Could you scroll over to</p>

<p style="text-align: right;">Page 174</p> <p>1 the right a little bit there? There we go.</p> <p>2 BY MR. DORNER:</p> <p>3 Q. Do you agree with that, Mr. Brown?</p> <p>4 A. Yes.</p> <p>5 Q. Now, to be clear, MADA is not seeking</p> <p>6 damages for all of the Valsartan that it paid for</p> <p>7 after April 4, 2015, right?</p> <p>8 MR. HANSEL: Object to the form. Calls</p> <p>9 for a legal conclusion, subject of expert</p> <p>10 testimony, asked and answered.</p> <p>11 BY MR. DORNER:</p> <p>12 Q. You can answer.</p> <p>13 A. All of the Valsartan issued after, no.</p> <p>14 Q. April 4, '15. Right, exactly, it's</p> <p>15 just the recalled Valsartan.</p> <p>16 MR. HANSEL: Object to the form.</p> <p>17 BY MR. DORNER:</p> <p>18 Q. Is that right?</p> <p>19 MR. HANSEL: Object to the form.</p> <p>20 THE WITNESS: Yes.</p> <p>21 MR. DORNER: Can we go to Row 189,</p> <p>22 please? And if we go back over to the left.</p> <p>23 There we go.</p> <p>24 BY MR. DORNER:</p> <p>25 Q. I'll represent to you that this is the</p>	<p style="text-align: right;">Page 176</p> <p>1 like Person Code, Member First Name, Member Last Name,</p> <p>2 Member Birth Date, things like that?</p> <p>3 A. Yes.</p> <p>4 Q. Are you able to testify with any degree</p> <p>5 of certainty as to what these topic headings mean?</p> <p>6 MR. HANSEL: Object to the form,</p> <p>7 foundation. And while I'm making that</p> <p>8 objection, I want to designate this document</p> <p>9 as highly confidential, as it contains</p> <p>10 personally-identifying information of medical</p> <p>11 patients, and any testimony about this, we</p> <p>12 also designate as highly confidential.</p> <p>13 MR. DORNER: Understood, Greg. Thank</p> <p>14 you.</p> <p>15 BY MR. DORNER:</p> <p>16 Q. Do you want that question read back,</p> <p>17 Mr. Brown?</p> <p>18 A. No, I got it. Some of the columns I</p> <p>19 would know what it means, some I would not.</p> <p>20 Q. Okay. So, looking at what you can</p> <p>21 currently see on the screen, which columns are you</p> <p>22 certain about what they mean?</p> <p>23 A. Subscriber ID is the individual</p> <p>24 certificate number. I believe person code is 1 for an</p> <p>25 employee, 2 for a spouse. Obviously, the name is</p>
<p style="text-align: right;">Page 175</p> <p>1 latest date that I found on this spreadsheet, when on</p> <p>2 November 9, 2018, a Mr. J filled a prescription for</p> <p>3 Valsartan 80 milligram that allegedly was on the</p> <p>4 recall list. Do you see the fill that I'm talking</p> <p>5 about, sir?</p> <p>6 A. Yes.</p> <p>7 Q. Now, assuming I haven't missed a later</p> <p>8 date on this spreadsheet, would you agree that the</p> <p>9 last fill at issue in MADA's case is this one by Mr. J</p> <p>10 on November 9, 2018?</p> <p>11 MR. HANSEL: Object to the form.</p> <p>12 THE WITNESS: Yes.</p> <p>13 BY MR. DORNER:</p> <p>14 Q. So, based on that, we can set the claim</p> <p>15 period for MADA is April 4, 2015 to November 9, 2018,</p> <p>16 correct?</p> <p>17 MR. HANSEL: Object to the form. Calls</p> <p>18 for a legal conclusion. Object to the</p> <p>19 foundation.</p> <p>20 BY MR. DORNER:</p> <p>21 Q. Now you can answer.</p> <p>22 A. Yes.</p> <p>23 Q. I don't know if I'll be able to save us</p> <p>24 a little bit of time here or not. Mr. Brown, do you</p> <p>25 see the topic headings in Row 1? Right now it looks</p>	<p style="text-align: right;">Page 177</p> <p>1 self-explanatory, date of birth, gender. Relationship</p> <p>2 is to the employee. You described the date filled,</p> <p>3 and prescription number is filling it. Refill number,</p> <p>4 apparently, is the number the doc said it's available</p> <p>5 to this person, or maybe that's max refills, I don't</p> <p>6 know. I guess I don't know what those two really</p> <p>7 mean. After that, as far as I can see, I don't know</p> <p>8 anything about GPI, NDC. Manufacturer and brand name</p> <p>9 seem fairly straightforward.</p> <p>10 MR. DORNER: If we scroll over to the</p> <p>11 right, and keep going. All right. We left</p> <p>12 off on manufacturer. I think the next one --</p> <p>13 we might be missing one. Can we go over one</p> <p>14 column? There we go.</p> <p>15 BY MR. DORNER:</p> <p>16 Q. Brand Name is what I have as the next</p> <p>17 one. Do you know what Brand Name is?</p> <p>18 A. I'm assuming that's the name that the</p> <p>19 manufacturer put on it. The label --</p> <p>20 Q. I'm sorry. It's probably better if we</p> <p>21 go through these individually but quickly. So, are</p> <p>22 you certain about what Brand Name is?</p> <p>23 MR. HANSEL: Object to the form,</p> <p>24 foundation.</p> <p>25 THE WITNESS: No.</p>

HIGHLY CONFIDENTIAL

<p style="text-align: right;">Page 178</p> <p>1 BY MR. DORNER:</p> <p>2 Q. T is Label Name. Do you know what that</p> <p>3 pertains to?</p> <p>4 A. It's an assumption. No, I don't know</p> <p>5 for a fact.</p> <p>6 Q. What do you think it means?</p> <p>7 A. The type of pill that the individual</p> <p>8 was prescribed.</p> <p>9 Q. What about OTC_CD?</p> <p>10 A. No.</p> <p>11 Q. No idea?</p> <p>12 A. No idea.</p> <p>13 Q. What about Formulary Status DESC?</p> <p>14 A. Again, an assumption, that it's on</p> <p>15 Anthem's formulary list.</p> <p>16 Q. What about generic indicator?</p> <p>17 A. It would appear that it is a generic,</p> <p>18 whatever the medication listed to the left is. Same</p> <p>19 with the next column.</p> <p>20 Q. And let me stop you right there. So,</p> <p>21 there's a Y in, basically, every one of these rows.</p> <p>22 Does that mean Yes?</p> <p>23 A. Again, an assumption that it is a</p> <p>24 generic.</p> <p>25 Q. Because in the next column over,</p>	<p style="text-align: right;">Page 180</p> <p>1 Q. What is Network Indicator?</p> <p>2 A. Well, again, presumably, IN means that</p> <p>3 a particular pharmacy that was used is in Anthem's</p> <p>4 network.</p> <p>5 Q. That's an assumption?</p> <p>6 A. That's an assumption.</p> <p>7 Q. What about Metric DEC_QTY?</p> <p>8 A. I don't know exactly what that means,</p> <p>9 but it matches the next column -- oh, no, it doesn't.</p> <p>10 So, I don't know.</p> <p>11 Q. And you were referring to Column AD as</p> <p>12 the next column, Days Supply, right?</p> <p>13 A. Right.</p> <p>14 Q. Do you know what that column means?</p> <p>15 A. Presumably, that it's the number of</p> <p>16 days that the pill bottle, or package, or whatever the</p> <p>17 individual got, should last.</p> <p>18 Q. To the right of that we have MBR</p> <p>19 Co-Pay. I believe you testified earlier that that</p> <p>20 means, you believe that to mean member co-pay; is that</p> <p>21 right?</p> <p>22 A. Yes.</p> <p>23 Q. Do you understand this to be in</p> <p>24 dollars?</p> <p>25 A. Yes.</p>
<p style="text-align: right;">Page 179</p> <p>1 Generic Description, it says Generics. Sorry, let me</p> <p>2 look at something here. Oh, I see. Strike that.</p> <p>3 What is -- what about Generic_CD?</p> <p>4 A. I don't know.</p> <p>5 Q. What about Channel Type?</p> <p>6 A. Again, the assumption, given that</p> <p>7 retail is there, is that they got it at a retail</p> <p>8 pharmacy.</p> <p>9 Q. And so, ostensibly, it would say mail</p> <p>10 if they got it from a mail pharmacy?</p> <p>11 MR. HANSEL: Object to the form.</p> <p>12 THE WITNESS: I would guess, yes.</p> <p>13 BY MR. DORNER:</p> <p>14 Q. But you don't know for certain?</p> <p>15 A. I do not.</p> <p>16 Q. Column AA, Maintenance Drug Indicator,</p> <p>17 what do you understand that to mean?</p> <p>18 A. Basically, that it falls in the</p> <p>19 category of a maintenance medication.</p> <p>20 Q. Now, if we look at this column, we have</p> <p>21 Xs in this column as opposed to Generic Indicator,</p> <p>22 which is Column W, where we've got Ys. Does MADA</p> <p>23 understand the difference why an X is used in Column</p> <p>24 AA, but why a Y is used in Column W?</p> <p>25 A. No.</p>	<p style="text-align: right;">Page 181</p> <p>1 Q. And the member's co-pay is going to</p> <p>2 depend on what specific plan they're on; is that</p> <p>3 right?</p> <p>4 A. What plan, what year.</p> <p>5 Q. What plan and what year, okay.</p> <p>6 A. And also whether they got more than one</p> <p>7 month worth of supply.</p> <p>8 Q. So, what you're saying is if somebody</p> <p>9 were to buy a 3-month supply, their co-pay would be</p> <p>10 higher than their 1-month co-pay?</p> <p>11 A. Yes.</p> <p>12 Q. The next column is Member Cost Share,</p> <p>13 or MBR Cost Share. What do you believe this to mean?</p> <p>14 A. That's the member's out-of-pocket cost</p> <p>15 to obtain that medication at the pharmacy.</p> <p>16 Q. So, how does that differ from member</p> <p>17 co-pay?</p> <p>18 A. It would be identical if -- it should</p> <p>19 be identical, if the person was on a plan and the</p> <p>20 medication was considered a generic in the PPO plans.</p> <p>21 The HSA-compatible plans would be different.</p> <p>22 Q. Different how?</p> <p>23 A. If it's -- if the medication that was</p> <p>24 issued falls on the list that the federal government</p> <p>25 determined to be preventive under HSA-compatible</p>

<p style="text-align: right;">Page 182</p> <p>1 plans, then I don't believe the member pays anything.</p> <p>2 If the -- let's see. At some point there's a</p> <p>3 deductible that comes into play, and possibly a</p> <p>4 co-insurance limit, depending on where they fall in</p> <p>5 the benefits of that particular plan. That's</p> <p>6 something that Anthem administered.</p> <p>7 Q. Okay. So, let's walk through an</p> <p>8 example in this column. I'm a little -- I'm not</p> <p>9 confused by your answer, but I'm confused about how it</p> <p>10 applies to the spreadsheet we're looking at. So, I</p> <p>11 think this is Row 176, I believe. Yes. So, here, the</p> <p>12 Member Cost Share is shown as \$10.78, but the Member</p> <p>13 Co-Pay is shown as zero dollars. Do you have any idea</p> <p>14 of how to reconcile that?</p> <p>15 A. I do not.</p> <p>16 Q. And that's, if you look to the right,</p> <p>17 and I realize we haven't talked about this column yet,</p> <p>18 but it says there HSA Health SAV GEN, and then the</p> <p>19 letter C, as in Charlie. Do you know what that text</p> <p>20 is referring to?</p> <p>21 A. No, I do not.</p> <p>22 Q. Now, is co-pay and cost share -- let's</p> <p>23 get off the HSA plans and talk about a PPO. On the</p> <p>24 PPO plans, does the member pay both their co-pay and</p> <p>25 their cost share to get medication?</p>	<p style="text-align: right;">Page 184</p> <p>1 me know if it's not a guess, if you're certain, tell</p> <p>2 me, but MADA's best guess is that where there's a zero</p> <p>3 in the Co-Pay column and there's a \$17.98, or there's</p> <p>4 some other number in the Cost Share column, that would</p> <p>5 mean that the medication was less expensive than what</p> <p>6 the co-pay would have been?</p> <p>7 MR. HANSEL: Object to the form.</p> <p>8 THE WITNESS: I believe that's true.</p> <p>9 MR. DORNER: Can we go to the next</p> <p>10 column, Total Plan Paid? That's Column AG.</p> <p>11 BY MR. DORNER:</p> <p>12 Q. Do you see it?</p> <p>13 A. Yes.</p> <p>14 Q. Are you able to testify -- well, back</p> <p>15 up. Scratch that. What amounts of money go into the</p> <p>16 figures in this column?</p> <p>17 A. I don't know.</p> <p>18 Q. Do you know whether the member's co-pay</p> <p>19 is subtracted out from this column?</p> <p>20 MR. HANSEL: Object to the form.</p> <p>21 Excuse me. The witness already testified he</p> <p>22 didn't know.</p> <p>23 BY MR. DORNER:</p> <p>24 Q. You may answer.</p> <p>25 A. I don't know.</p>
<p style="text-align: right;">Page 183</p> <p>1 A. I believe it should be identical.</p> <p>2 Q. Let's look at Row 158, at the top of</p> <p>3 this page. There we go. We can see in Member Co-Pay</p> <p>4 it says \$60, and then Member Cost Share also says \$60.</p> <p>5 Did that person -- I'm sorry, were you going to say</p> <p>6 something?</p> <p>7 A. No. I see that.</p> <p>8 Q. Oh, gotcha. Gotcha. So, would that</p> <p>9 person have paid \$60 plus \$60?</p> <p>10 A. No, he would have paid \$60 total.</p> <p>11 Q. Okay. All right. I understand. And</p> <p>12 so you don't add these two lines together in order to</p> <p>13 determine what the member paid, do you?</p> <p>14 A. I don't believe so, no. Certainly not</p> <p>15 with co-pays.</p> <p>16 Q. But then if we go up a few rows, I</p> <p>17 think, to 142, so here we see zero dollars on the PPO,</p> <p>18 and the -- that's under the Co-Pay, and under Cost</p> <p>19 Share it's \$17.98. Is it possible to tell what this</p> <p>20 member paid to get their prescription?</p> <p>21 A. I believe that person paid \$17.98,</p> <p>22 because it's less than the co-pay. The cost of the</p> <p>23 medication was less than the co-pay. That's what I</p> <p>24 believe.</p> <p>25 Q. And so it's MADA's best guess, and let</p>	<p style="text-align: right;">Page 185</p> <p>1 Q. Would that be the same case for</p> <p>2 co-insurance?</p> <p>3 A. Yes.</p> <p>4 Q. Are deductibles -- let me back up.</p> <p>5 Some of the MADA plans have deductibles, right?</p> <p>6 A. Are we talking -- yes, they do.</p> <p>7 Q. Fair enough. Some of the prescription</p> <p>8 drug plans have an applicable deductible, too, right?</p> <p>9 A. The HSA-compatible plans have a</p> <p>10 deductible that could be applicable to medications</p> <p>11 that are not on the federal list.</p> <p>12 Q. Do the PPOs have a deductible for</p> <p>13 prescription drugs?</p> <p>14 A. No.</p> <p>15 Q. If a deductible does apply, you don't</p> <p>16 know whether or not that deductible is factored into</p> <p>17 this Total Plan Paid, right?</p> <p>18 A. I do not.</p> <p>19 Q. So, looking at this Total Plan Paid</p> <p>20 column, if there are co-pays, co-insurance,</p> <p>21 deductibles, out-of-pocket maximums, anything that</p> <p>22 needs to be factored into that to figure out the net</p> <p>23 price that MADA paid, you can't tell me whether or not</p> <p>24 those items are included in the numbers in this</p> <p>25 column, can you?</p>

Page 186	Page 188
<p>1 MR. HANSEL: Object to the form.</p> <p>2 THE WITNESS: I cannot.</p> <p>3 BY MR. DORNER:</p> <p>4 Q. Getting away from how it's calculated,</p> <p>5 do you know whether the prices, presumably prices,</p> <p>6 listed in this column, are they based on AWP?</p> <p>7 A. I have no idea.</p> <p>8 Q. You don't know what they're based on,</p> <p>9 period?</p> <p>10 A. Correct.</p> <p>11 Q. We talked earlier, or mentioned some</p> <p>12 rebates that Anthem would share with MADA either by</p> <p>13 reducing the administration fee or through, I guess, a</p> <p>14 credit on your billings. Do you know if those figures</p> <p>15 are taken into account in this Total Plan Paid column?</p> <p>16 MR. HANSEL: Objection to form.</p> <p>17 Mischaracterizes his previous testimony.</p> <p>18 THE WITNESS: I do not.</p> <p>19 BY MR. DORNER:</p> <p>20 Q. The next column is COA PROD CF DESC.</p> <p>21 Do you know what this column represents?</p> <p>22 A. It appears to represent whether or not</p> <p>23 that individual was on a PPO plan or an HSA-compatible</p> <p>24 plan.</p> <p>25 Q. And I agree, I think it looks like the</p>	<p>1 I think they intended Pharmacy State. I think we can</p> <p>2 agree these would be the state of the pharmacy of</p> <p>3 purchase, right?</p> <p>4 A. Would it be, yes.</p> <p>5 Q. Just a quick question when we're</p> <p>6 talking about states. Maine is, obviously, very close</p> <p>7 to another country, Canada. Does Maine have any --</p> <p>8 does MADA, excuse me, have any prescription drug plan</p> <p>9 beneficiaries who are Canadian?</p> <p>10 A. Not to my knowledge. Well, define</p> <p>11 Canadian.</p> <p>12 Q. Sure. A citizen or legal resident of</p> <p>13 Canada.</p> <p>14 A. Not to my knowledge.</p> <p>15 Q. You have some folks who, maybe,</p> <p>16 emigrated from Canada and became U.S. citizens,</p> <p>17 though?</p> <p>18 A. Oh, very likely.</p> <p>19 Q. Okay. Is there any way to tell -- and</p> <p>20 let's scroll over to the left of this spreadsheet.</p> <p>21 And I realize one of the columns said PPO versus HSA,</p> <p>22 Mr. Brown, and that's not lost on me. Looking at any</p> <p>23 of these other columns, for example, Client ID, Group</p> <p>24 Number, PKG Number, Coverage Strategy, the first four,</p> <p>25 is there any way to tell what specific plan any of</p>
Page 187	Page 189
<p>1 only two descriptions in that column are PPO and HSA</p> <p>2 Health SAV GEN C. Fair to say that's an assumption?</p> <p>3 MR. HANSEL: Objection to form. This</p> <p>4 screen only shows a portion of the column.</p> <p>5 It's unfair to ask the witness to testify</p> <p>6 about the contents of the entire column.</p> <p>7 BY MR. DORNER:</p> <p>8 Q. You can answer, if you know.</p> <p>9 A. I don't know.</p> <p>10 Q. What is Health SAV GEN C?</p> <p>11 A. Presumption is that that's the full</p> <p>12 name, the full -- yeah, the full name of HSA, Health</p> <p>13 Savings -- oh, I'm sorry. HSA would be Health Savings</p> <p>14 Account. Health Savings, I don't know what GEN C</p> <p>15 means.</p> <p>16 Q. Do you know what Pharmacy NABP in the</p> <p>17 next column means?</p> <p>18 A. No.</p> <p>19 Q. What about Pharmacy NPI?</p> <p>20 A. No.</p> <p>21 Q. I think we can probably agree Pharmacy</p> <p>22 Full Name is the name of the pharmacy, right?</p> <p>23 A. Yes.</p> <p>24 Q. And then the last column, it appears to</p> <p>25 be misspelled, it says Pharmay, P-H-A-R-M-A-Y, State.</p>	<p>1 these people were on by looking at the spreadsheet, to</p> <p>2 the best of MADA's knowledge?</p> <p>3 A. From those columns, no. I can't,</p> <p>4 anyway.</p> <p>5 Q. Are there any columns, other than the</p> <p>6 PPO/HSA column on the right-hand side, are there any</p> <p>7 other columns that might tip us off as to what plan</p> <p>8 those people are on?</p> <p>9 MR. HANSEL: Excuse me. Are you</p> <p>10 referring to columns that are not visible on</p> <p>11 the screen right now?</p> <p>12 MR. DORNER: Well, we've looked at</p> <p>13 every one, Greg, so that's what I'm asking.</p> <p>14 MR. HANSEL: Well, I'm asking you a</p> <p>15 question. Are you right now asking him a</p> <p>16 question about a column that is not visible on</p> <p>17 the screen which only shows a portion of the</p> <p>18 document from left to right and a portion of</p> <p>19 the document up and down?</p> <p>20 MR. DORNER: I don't think so. I'm</p> <p>21 asking a question about all of the columns</p> <p>22 that we've reviewed in the last few minutes.</p> <p>23 BY MR. DORNER:</p> <p>24 Q. So, my question is we reviewed a series</p> <p>25 of columns, Mr. Brown. If you want to take a look at</p>

<p style="text-align: right;">Page 190</p> <p>1 any of them again or you want us to scroll over 2 horizontally again, that's fine, but based on all of 3 those, did any of them that we just reviewed indicate 4 to you which plan any of these people are on? 5 MR. HANSEL: Object to the form. 6 THE WITNESS: The only hint would be 7 the PPO/HSA column. 8 MR. DORNER: Okay. Let's go to Exhibit 9 11, please. 10 (Document marked as Exhibit TB-11 for 11 identification, and is designated as highly 12 confidential.) 13 BY MR. DORNER: 14 Q. While we're pulling this up, over the 15 course of the lunch break, did you bring any notes or 16 documents with you or anything into the deposition 17 room? 18 A. No. 19 Q. Still a blank slate in front of you? 20 A. Just some water and a bunch of wires 21 and computers. 22 Q. Me too. All right. I think we have 23 Exhibit 11 pulled up here. Do you recognize this 24 document? 25 A. No.</p>	<p style="text-align: right;">Page 192</p> <p>1 MR. DORNER: Okay. Let's allow Mr. 2 Brown to do that. Let's go off the record 3 while he does, and he can review this at his 4 own speed. 5 VIDEOGRAPHER: The time is now 2:01. 6 This ends Media Unit Number 4. We are going 7 off the record. 8 (Discussion held off the record.) 9 (Pause.) 10 VIDEOGRAPHER: The time is now 2:03. 11 This begins Media Unit Number 5. We're back 12 on the record. 13 BY MR. DORNER: 14 Q. Mr. Brown, did you have adequate 15 opportunity to review Exhibit 11 to familiarize 16 yourself with its contents? 17 A. Yes. 18 Q. So, the question I was asking is this 19 document is titled Purchases of Replacement Products 20 by MADA Members, November 1, 2018 to the present. 21 That's at the top of the first page, right? 22 A. I guess so. I don't see it on the 23 screen. Oh, there it is. Yes, it would appear that 24 way, yes. 25 Q. What does MADA consider a replacement</p>
<p style="text-align: right;">Page 191</p> <p>1 Q. Well, I'll represent to you that this 2 is a spreadsheet that your counsel produced to us. 3 MR. DORNER: If we could go to page 4 view, please, Justin. 5 BY MR. DORNER: 6 Q. As you can see at the top, this is 7 called Purchases of Replacement Products by MADA 8 Members, and it's dated November 1, 2018 to the 9 present. Do you see that? 10 MR. HANSEL: How many pages is the 11 document? 12 MR. DORNER: It's your spreadsheet, 13 Greg. I don't know. 14 MR. HANSEL: Well, okay, I object to 15 the question and ask that Mr. Brown be given 16 an opportunity to understand how many pages 17 long the document is that you're putting in 18 front of him, since we don't have a physical 19 document in front of him, and if not, you 20 know, you can scroll down, or I would request 21 the videographer or whoever is controlling 22 this to scroll down so he has an opportunity 23 to see the size of this document that you're 24 asking him to testify about under oath. Thank 25 you.</p>	<p style="text-align: right;">Page 193</p> <p>1 product to be? 2 A. A medication that was provided to one 3 of our insureds, or any insured, who previously had a 4 version of a contaminated medication, and this was 5 provided to that person instead of his previous pills, 6 his or her previous pills. 7 Q. Does the term replacement products mean 8 that the -- does it necessarily mean that the member 9 returned or disposed of some quantity of recalled 10 Valsartan? 11 A. (Pause.) 12 Q. As opposed to -- and let me repeat that 13 question, because I think I can phrase it better. 14 Does replacement product mean that the member returned 15 or disposed of the recalled Valsartan as opposed to 16 finishing the whole bottle? 17 MR. HANSEL: Object to the form. 18 THE WITNESS: My assumption would be 19 that they brought something back and had 20 something given to them instead of what they 21 had. 22 BY MR. DORNER: 23 Q. And how would MADA know that that 24 actually happened? 25 A. The Trust would not.</p>

<p style="text-align: right;">Page 194</p> <p>1 Q. How would Anthem know if that happened?</p> <p>2 A. I couldn't tell you that. I don't</p> <p>3 know.</p> <p>4 Q. Does this spreadsheet represent the</p> <p>5 full scope of alleged replacement blood pressure</p> <p>6 medication reimbursements for which MADA is seeking</p> <p>7 damages?</p> <p>8 MR. HANSEL: Object to the form. Calls</p> <p>9 for a legal conclusion.</p> <p>10 THE WITNESS: Apparently, yes.</p> <p>11 BY MR. DORNER:</p> <p>12 Q. You mentioned apparently. I mean, do</p> <p>13 you have a reason to doubt that?</p> <p>14 MR. HANSEL: Object to the form. Calls</p> <p>15 for a legal conclusion.</p> <p>16 THE WITNESS: No.</p> <p>17 BY MR. DORNER:</p> <p>18 Q. MADA didn't obtain any of this</p> <p>19 information from its own files, did it?</p> <p>20 A. No.</p> <p>21 Q. All of the information came from</p> <p>22 Anthem; is that true?</p> <p>23 A. Yes.</p> <p>24 Q. Do you know when this spreadsheet was</p> <p>25 developed?</p>	<p style="text-align: right;">Page 196</p> <p>1 A. No.</p> <p>2 Q. So, if the recall, as we assumed, I'll</p> <p>3 admit that this is my representation to you, if the</p> <p>4 recall had happened in July, and patients taking</p> <p>5 recalled Valsartan were advised to replace their</p> <p>6 recalled medications promptly, why did MADA only</p> <p>7 include replacement medication purchases from November</p> <p>8 1st of 2018 to the present in Exhibit 11 here?</p> <p>9 MR. HANSEL: Object to the form.</p> <p>10 THE WITNESS: I can't answer that. I</p> <p>11 don't know.</p> <p>12 BY MR. DORNER:</p> <p>13 Q. Is it MADA's position that none of its</p> <p>14 members obtained a replacement medication until</p> <p>15 November 1, 2018 or later?</p> <p>16 MR. HANSEL: Object to the form. Calls</p> <p>17 for a legal conclusion.</p> <p>18 THE WITNESS: I don't know.</p> <p>19 BY MR. DORNER:</p> <p>20 Q. Now, I was just asking MADA's position,</p> <p>21 what it believes, so can you tell me what MADA's</p> <p>22 position is about whether its members didn't start</p> <p>23 getting replacement medications until November 1,</p> <p>24 2018?</p> <p>25 MR. HANSEL: Object to the form. Calls</p>
<p style="text-align: right;">Page 195</p> <p>1 A. I do not.</p> <p>2 Q. Is MADA aware of when the recalls of</p> <p>3 Valsartan products began?</p> <p>4 A. The Trust does not.</p> <p>5 Q. Would it surprise MADA to learn that</p> <p>6 the recalls began in July of 2018?</p> <p>7 A. I couldn't address that.</p> <p>8 Q. Let's do it this way. I'll represent</p> <p>9 to you that the recalls for Valsartan began, the first</p> <p>10 ones began in July of 2018. So, can we proceed</p> <p>11 forward on that assumption?</p> <p>12 A. Yes.</p> <p>13 Q. Does MADA have any understanding of the</p> <p>14 actions that the FDA recommended to persons who were</p> <p>15 taking Valsartan-containing drugs after the recall?</p> <p>16 A. No.</p> <p>17 Q. Does MADA have any knowledge that the</p> <p>18 FDA advised persons on Valsartan to visit their doctor</p> <p>19 or pharmacy and obtain a substitute or replacement</p> <p>20 prescription?</p> <p>21 A. No.</p> <p>22 Q. Does MADA have any reason to doubt that</p> <p>23 the FDA advised anybody who had purchased recalled</p> <p>24 Valsartan to promptly return it and obtain a</p> <p>25 medication that hadn't been recalled?</p>	<p style="text-align: right;">Page 197</p> <p>1 for a legal conclusion. Asked and answered.</p> <p>2 BY MR. DORNER:</p> <p>3 Q. You can answer.</p> <p>4 A. I don't really know, but I presume that</p> <p>5 people who receive notices made a decision for</p> <p>6 themselves.</p> <p>7 Q. If some MADA members did, in fact,</p> <p>8 obtain replacement medications for their recalled</p> <p>9 Valsartan prior to November 1 of 2018, is MADA</p> <p>10 claiming the cost of those replacements as damages?</p> <p>11 MR. HANSEL: Objection. Object to the</p> <p>12 form. Calls for a legal conclusion. Calls</p> <p>13 for speculation.</p> <p>14 THE WITNESS: No.</p> <p>15 BY MR. DORNER:</p> <p>16 Q. Would MADA agree that the replacement</p> <p>17 of a recalled bottle of Valsartan is a one-time</p> <p>18 occurrence for a person, meaning you only replace a</p> <p>19 bottle once? Would you agree with that?</p> <p>20 MR. HANSEL: Object to the form.</p> <p>21 THE WITNESS: Generally, yes.</p> <p>22 BY MR. DORNER:</p> <p>23 Q. And so if I had a bottle of recalled</p> <p>24 Valsartan in my hand, and I needed to replacement it,</p> <p>25 I could go to the CVS a couple of blocks away and I</p>

<p style="text-align: right;">Page 198</p> <p>1 could get a new bottle of either non-recalled 2 Valsartan or some other blood pressure medication, 3 right? 4 MR. HANSEL: Object to the form. 5 THE WITNESS: Yes. 6 BY MR. DORNER: 7 Q. And that single new bottle that I get, 8 that's the replacement, isn't it? 9 MR. HANSEL: Object to the form. 10 THE WITNESS: Yes. 11 BY MR. DORNER: 12 Q. Now, if 90 days later, you know, I run 13 out and I refill my prescription, my refill, that's 14 not a replacement, is it? 15 A. No. 16 Q. Because I would have had to have bought 17 some kind of medication anyway after my replacement 18 ran out; true? 19 A. Yes. 20 Q. So, if you want to go back and look at 21 the prior exhibit, this would be Exhibit 7, we could 22 look at that -- 23 MR. DORNER: And in fact, let's just 24 pull up Exhibit 7. 25 BY MR. DORNER:</p>	<p style="text-align: right;">Page 200</p> <p>1 than there are in the recalled Valsartan spreadsheet; 2 would you agree? 3 MR. HANSEL: Object to the form. 4 MR. DORNER: Let me pause right there. 5 Greg, what was unclear about that, or what's 6 your form objection? 7 MR. HANSEL: It's a misleading 8 question, because the request from you, the 9 defendants, was for MADA to produce all 10 information with regard to substitute 11 medications, not just one bottle's worth. 12 MR. DORNER: Okay. 13 BY MR. DORNER: 14 Q. Mr. Brown, I'll reask the question. 15 There's about 300 more entries in Exhibit 11 than 16 there are in Exhibit 10, right? 17 A. Yes. 18 MR. DORNER: Can we pull up Exhibit 3, 19 please? And let's go to page 4 of this 20 exhibit. I'm looking here at request 2, if we 21 could blow that up, the box. 22 BY MR. DORNER: 23 Q. All right. Now, your counsel was just 24 talking about what information was requested in the 25 Plaintiff Fact Sheet. This request says, "For each</p>
<p style="text-align: right;">Page 199</p> <p>1 Q. If we go all the way to the bottom, we 2 looked at this earlier, there are 219 rows in this 3 document, right, Mr. Brown? 4 A. Yes. 5 Q. And if we scroll all the way to the 6 top, we see that Row 1 is actually the column heading. 7 So, if we subtract 1 from 219, we get 218 different 8 prescription fills on this spreadsheet. Would you 9 agree with that? 10 A. Yes. 11 MR. DORNER: And can we switch back to 12 Exhibit 11, please? 13 BY MR. DORNER: 14 Q. Again, Row Number 1 is the column 15 heading, right? 16 A. Yes. 17 Q. So, we won't count that one. Let's go 18 all the way to the bottom of this document. It's a 19 little hard for me, I'm sitting far away, but it looks 20 like the last row is 517. Is that what you see, also, 21 sir? 22 A. Yes. 23 Q. So, here, if you take 517 minus 1, for 24 the first row, that leaves us 516. And so there are 25 almost 300 more entries in the replacement spreadsheet</p>	<p style="text-align: right;">Page 201</p> <p>1 individual recipient as to which you claim, please 2 provide the following," and then the table calls for 3 Member ID (anonymized), Cost to Recipient, and Cost to 4 Insurer. Can we flip back to Exhibit -- I'm sorry. 5 What does MADA understand Cost to Recipient to mean? 6 A. To the individual person who's covered 7 under the plan. 8 Q. And so that would be like their co-pay 9 or their co-insurance, right? 10 A. Yes, or their deductible fees. 11 Q. Or their deductible, fair enough. 12 MR. DORNER: Can we flip back to 13 Exhibit 11? Let's go all the way to the top. 14 BY MR. DORNER: 15 Q. All right. Mr. Brown, I think we can 16 see in all of the columns here on the spreadsheet, 17 there's no Cost to Recipient column, is there? 18 A. No. 19 Q. Why not? 20 A. I don't know. 21 Q. Is that an indication that there was no 22 cost to the member for these medications? 23 MR. HANSEL: Object to the form. 24 THE WITNESS: I don't know why it's not 25 there, or whether there was any cost to the</p>

HIGHLY CONFIDENTIAL

<p style="text-align: right;">Page 202</p> <p>1 recipient.</p> <p>2 BY MR. DORNER:</p> <p>3 Q. Does MADA know who would have that</p> <p>4 information?</p> <p>5 A. Anthem, likely.</p> <p>6 Q. Did MADA request that information?</p> <p>7 A. I don't know. Our attorneys dealt with</p> <p>8 Anthem.</p> <p>9 Q. Now, we've only got six columns on this</p> <p>10 spreadsheet. Let's go through them. Can you tell me</p> <p>11 what SBSCRBR ID is?</p> <p>12 A. I believe that's the individual's --</p> <p>13 the employee's certificate number under the Anthem</p> <p>14 system.</p> <p>15 Q. And so, theoretically, we should be</p> <p>16 able to match the certificate IDs, subscriber IDs on</p> <p>17 this document with subscriber IDs on the documents</p> <p>18 from Anthem that we received. I know I'm asking you</p> <p>19 to assume that, but that would be a reasonable</p> <p>20 assumption, right?</p> <p>21 A. It would match the employee.</p> <p>22 Q. Understood. Thank you for correcting</p> <p>23 my terminology. Do you know what NDC is?</p> <p>24 A. No.</p> <p>25 Q. The next column is Brand Name. What do</p>	<p style="text-align: right;">Page 204</p> <p>1 THE WITNESS: I don't know.</p> <p>2 BY MR. DORNER:</p> <p>3 Q. Does MADA pay the full AWP cost when it</p> <p>4 reimburses Anthem for medications that its members</p> <p>5 purchase?</p> <p>6 A. I do not believe so, based on the</p> <p>7 previous exhibits you've shown.</p> <p>8 Q. What about Total Plan Paid, what does</p> <p>9 that column represent to you -- to MADA? I'm sorry.</p> <p>10 A. It would seem to indicate what was</p> <p>11 charged to the Trust.</p> <p>12 Q. Does MADA have any knowledge as to how</p> <p>13 this amount was calculated?</p> <p>14 A. No.</p> <p>15 Q. And so, and I'm going to try and</p> <p>16 shortcut this, like the Total Plan Paid columns in the</p> <p>17 other spreadsheet, whether or not deductibles,</p> <p>18 co-payments, co-insurance, rebates, refunds, or</p> <p>19 there's one I'm forgetting, MADA has no idea whether</p> <p>20 or not those are factored into this amount, does it?</p> <p>21 A. It does not.</p> <p>22 Q. And so, therefore, MADA also does not</p> <p>23 know if this is the net price that it paid out to</p> <p>24 Anthem for these medications, right?</p> <p>25 A. Correct.</p>
<p style="text-align: right;">Page 203</p> <p>1 you understand that to mean?</p> <p>2 A. The name of the medication.</p> <p>3 Q. The next column is Label Name. I think</p> <p>4 there's a similar one on the other spreadsheet. What</p> <p>5 does MADA understand that to mean?</p> <p>6 A. The medication and the dosage.</p> <p>7 Q. Now, what about the next column,</p> <p>8 AWP_AMT?</p> <p>9 A. Well, I don't know what that is. I</p> <p>10 assume it's Average Wholesale Price.</p> <p>11 Q. Okay. Now, does MADA know -- is</p> <p>12 Average Wholesale Price usually an accurate reflection</p> <p>13 of what the drug actually costs the pharmacy to</p> <p>14 obtain?</p> <p>15 MR. HANSEL: Objection to the form,</p> <p>16 foundation.</p> <p>17 THE WITNESS: I have no idea.</p> <p>18 BY MR. DORNER:</p> <p>19 Q. Does MADA know whether -- and again,</p> <p>20 I'm asking for MADA's knowledge. Does MADA know</p> <p>21 whether Average Wholesale Price accurately reflects</p> <p>22 the cost that a PBM or other manager pays the pharmacy</p> <p>23 for that medication?</p> <p>24 MR. HANSEL: Object to the form,</p> <p>25 foundation.</p>	<p style="text-align: right;">Page 205</p> <p>1 MR. DORNER: Can we go to Row 145?</p> <p>2 BY MR. DORNER:</p> <p>3 Q. Row 145, based on some of the</p> <p>4 assumptions we've been working with on what these</p> <p>5 columns mean, Mr. Brown, it says it has a replacement</p> <p>6 medication for Diovan. Are you familiar with what</p> <p>7 Diovan is?</p> <p>8 A. I'm not certain, but I believe it's the</p> <p>9 brand name for the Valsartan, or some parts of</p> <p>10 Valsartan.</p> <p>11 Q. And I'd agree, I think you're on the</p> <p>12 right track there. Was Diovan on the formulary</p> <p>13 applicable to MADA's plans at all times from 2012 to</p> <p>14 the present?</p> <p>15 A. I don't know.</p> <p>16 MR. DORNER: Let's go to Exhibit 12.</p> <p>17 (Document marked as Exhibit TB-12 for</p> <p>18 identification, and is designated highly</p> <p>19 confidential.)</p> <p>20 BY MR. DORNER:</p> <p>21 Q. And Mr. Brown, I assume you haven't</p> <p>22 seen this document before, but could you confirm that</p> <p>23 for me?</p> <p>24 A. I have not.</p> <p>25 Q. This is another document produced by</p>

HIGHLY CONFIDENTIAL

<p style="text-align: right;">Page 206</p> <p>1 Anthem. You can tell that by the Bates number in the 2 lower right, ANTM MADA SUBP. It was produced pursuant 3 to a subpoena that we sent Anthem. I'll represent to 4 you that this is a formulary covering the first 5 quarter of the year 2017. Do you follow me so far? 6 A. Yes. 7 MR. DORNER: Can we go to page 562 of 8 this document, please? 9 BY MR. DORNER: 10 Q. In the middle of this page on the left 11 column you'll notice a section that says Cardiac 12 Drugs. Do you see what I'm referring to there, sir? 13 A. Yes. 14 Q. And this section goes all the way 15 through page 566, which would be a total of four 16 pages. If you'd like, actually, we can probably go 17 through these relatively quickly. Why don't we kill 18 this call-out, and I'll let you verify that Diovan 19 does not appear in the Cardiac Drug section of this 20 document. You can take a moment to verify it, if 21 you'd like, but that's what I'm going to ask you to 22 confirm. Okay? 23 A. I understand. 24 Q. And I believe they're in alphabetical 25 order, so that should speed it up.</p>	<p style="text-align: right;">Page 208</p> <p>1 it's really impossible to tell when this prescription 2 was filled, right? 3 A. Yes. 4 Q. And the cost here, it looks like the 5 Total Plan Paid column, whether or not the amount is 6 accurate or not, it says \$891.27, which I believe is 7 the highest dollar figure on this spreadsheet for that 8 column. It's not possible for me to tell whether or 9 not this was on the formulary for whenever it was 10 filled, is it? 11 A. No. 12 MR. DORNER: And let me just pause 13 questions here. Greg and Ellie and everybody, 14 I know that you all were able to produce a 15 document with dates on it. I didn't have to 16 use it as an exhibit here, but if you could do 17 the same for this spreadsheet, it would be 18 much appreciated. All right. We can close 19 this exhibit. Justin, how long have we been 20 going? 21 (Request noted for the record.) 22 VIDEOGRAPHER: Twenty-three minutes. 23 MR. DORNER: Twenty-three? 24 VIDEOGRAPHER: Correct. Do you mean 25 total time on record?</p>
<p style="text-align: right;">Page 207</p> <p>1 A. It would not appear to be in 2 alphabetical order. 3 Q. Oh, it's note? Maybe I messed that up. 4 A. D-I-A? 5 Q. D-I-O. 6 A. I still don't see it. 7 Q. And I looked at this, and assuming it's 8 not actually on this document, you can take my 9 assumption, assuming that it's not on this document, 10 would you agree, then, that it wasn't on MADA's 11 formulary at the time of the first quarter of 2017? 12 MR. HANSEL: Object to the form, 13 foundation. 14 THE WITNESS: I would agree, assuming 15 this is the formulary that we were using, yes. 16 BY MR. DORNER: 17 Q. And we certainly did request the 18 applicable formularies from Anthem, but I understand 19 what you're saying. Let me just shorten this. If 20 Diovan wasn't on the formulary -- 21 MR. DORNER: Actually, can we go back 22 to Exhibit 11, please? And I think we were on 23 145. There we are. 24 BY MR. DORNER: 25 Q. So, without a date on this spreadsheet,</p>	<p style="text-align: right;">Page 209</p> <p>1 MR. DORNER: No. I guess I'm getting 2 at we did have a brief pause. We started 3 back, I think, at 1:10, so it's been about an 4 hour and twenty minutes. Mr. Brown, would you 5 like to take a break? 6 THE WITNESS: I'm okay. 7 BY MR. DORNER: 8 Q. All right, super. Let's shift gears 9 here. Earlier you testified, Mr. Brown, that I 10 believe you said it was MADA's position that the 11 vaccines were not -- vaccines. It's been a long day. 12 That the Valsartan-containing drugs at issue in this 13 case were not effective to treat its members' 14 hypertension. Do you remember talking about that 15 earlier? 16 MR. HANSEL: Excuse me. I object to 17 the form of the question, but also, I thought 18 when you asked Mr. Brown if he wanted a break, 19 he said okay. 20 MR. DORNER: Oh, I thought he said I'm 21 okay. 22 THE WITNESS: I did. I'm fine to go. 23 MR. HANSEL: Okay. I just wanted to 24 find out for sure. Thank you. 25 MR. DORNER: It's a zealous defense of</p>

<p style="text-align: right;">Page 210</p> <p>1 your witness, Greg. I don't mind.</p> <p>2 BY MR. DORNER:</p> <p>3 Q. So, I'll reask that question. I'll</p> <p>4 just ask it again. Is it MADA's position that the</p> <p>5 Valsartan at issue in this case was not effective to</p> <p>6 treat its members' hypertension?</p> <p>7 A. Yes.</p> <p>8 Q. What is MADA's basis for denying that</p> <p>9 the recalled Valsartan was effective?</p> <p>10 A. Can you repeat that question? I'm not</p> <p>11 sure I heard the end of it.</p> <p>12 Q. Absolutely.</p> <p>13 MR. DORNER: Nancy, could you help me</p> <p>14 out?</p> <p>15 (Court reporter read back the pending</p> <p>16 question.)</p> <p>17 THE WITNESS: The recall was not</p> <p>18 effective?</p> <p>19 BY MR. DORNER:</p> <p>20 Q. Let me turn up my microphone. The</p> <p>21 question that I'm asking is what is MADA's basis for</p> <p>22 denying that the recalled Valsartan was effective?</p> <p>23 A. That the recalled, E-D, Valsartan was</p> <p>24 not effective?</p> <p>25 Q. Correct. Yes.</p>	<p style="text-align: right;">Page 212</p> <p>1 A. The Trust did not.</p> <p>2 Q. Did anybody working for the Trust?</p> <p>3 A. Not to my knowledge.</p> <p>4 Q. Did MADA review any medical records of</p> <p>5 its members to see how their blood pressure was</p> <p>6 affected by taking Valsartan-containing drugs?</p> <p>7 A. Absolutely not.</p> <p>8 Q. Did MADA ask any of its members about</p> <p>9 whether their Valsartan was effective at treating</p> <p>10 hypertension?</p> <p>11 A. No.</p> <p>12 Q. Did MADA have any knowledge whatsoever</p> <p>13 about whether its members' Valsartan worked to reduce</p> <p>14 hypertension during the claim period that we talked</p> <p>15 about today?</p> <p>16 A. No.</p> <p>17 Q. If it turns out, hypothetically, if it</p> <p>18 turns out that the recalled Valsartan was, in fact,</p> <p>19 effective at treating hypertension, would MADA agree</p> <p>20 that the medication wasn't worthless?</p> <p>21 MR. HANSEL: Object to the form.</p> <p>22 THE WITNESS: You have a couple of</p> <p>23 negatives in there that seem to contradict, so</p> <p>24 I don't understand.</p> <p>25 BY MR. DORNER:</p>
<p style="text-align: right;">Page 211</p> <p>1 A. The FDA, presumably, to issue a recall,</p> <p>2 would have made that determination.</p> <p>3 Q. So, if the FDA had -- let's say if the</p> <p>4 FDA determined that the medication was still effective</p> <p>5 to treat hypertension but that it may have contained</p> <p>6 an impurity. Would that change MADA's position?</p> <p>7 MR. HANSEL: Object to the form.</p> <p>8 THE WITNESS: It would depend on what</p> <p>9 the impurity created.</p> <p>10 BY MR. DORNER:</p> <p>11 Q. What do you mean by that?</p> <p>12 A. What side effects, what other problems</p> <p>13 would it have provided or caused the patient.</p> <p>14 Q. And you know, I want to focus simply on</p> <p>15 just whether it addressed the condition of</p> <p>16 hypertension. Let me confine my question to that. Is</p> <p>17 MADA disputing that the Valsartan didn't help treat</p> <p>18 hypertension for those who were taking it?</p> <p>19 MR. HANSEL: Objection to the form.</p> <p>20 THE WITNESS: Yes, based on FDA's</p> <p>21 determination.</p> <p>22 BY MR. DORNER:</p> <p>23 Q. Did MADA undertake any investigation</p> <p>24 into whether or not the recalled Valsartan that its</p> <p>25 members obtained was effective?</p>	<p style="text-align: right;">Page 213</p> <p>1 Q. Okay. Let me put it a different way.</p> <p>2 If the medication worked to counteract the effects of</p> <p>3 hypertension, would MADA agree that it had some value?</p> <p>4 MR. HANSEL: Object to the form.</p> <p>5 THE WITNESS: Yes.</p> <p>6 BY MR. DORNER:</p> <p>7 Q. If that were the case, you know, if it</p> <p>8 did, in fact, work to address hypertension and had the</p> <p>9 value, does MADA have a way that it would calculate</p> <p>10 how much value was lost as a result of an impurity?</p> <p>11 MR. HANSEL: Object to the form.</p> <p>12 THE WITNESS: Not to my knowledge.</p> <p>13 BY MR. DORNER:</p> <p>14 Q. Did any MADA member ever approach the</p> <p>15 Trust to report that his or her Valsartan-containing</p> <p>16 product wasn't efficacious to treat their</p> <p>17 hypertension?</p> <p>18 A. Not to my knowledge.</p> <p>19 Q. What about to MADA's knowledge?</p> <p>20 A. Well, had they approached Anthem, I</p> <p>21 wouldn't necessarily know about it.</p> <p>22 Q. Sure. And not Anthem, but just</p> <p>23 approaching MADA. Anybody at all?</p> <p>24 A. No, nobody did.</p> <p>25 Q. And likewise, did any MADA members ever</p>

HIGHLY CONFIDENTIAL

<p style="text-align: right;">Page 214</p> <p>1 inform MADA of any harms or side effects from taking</p> <p>2 any Valsartan-containing product?</p> <p>3 A. No.</p> <p>4 Q. Did any MADA member ever communicate to</p> <p>5 MADA that other blood pressure medications work better</p> <p>6 than Valsartan-containing drugs that they had</p> <p>7 purchased?</p> <p>8 A. No.</p> <p>9 Q. After the recall, did any MADA member</p> <p>10 communicate with MADA about their recalled Valsartan</p> <p>11 in any way?</p> <p>12 A. No.</p> <p>13 Q. After the recall, did any MADA member</p> <p>14 communicate with MADA about their substitute blood</p> <p>15 pressure medication in any way?</p> <p>16 A. No.</p> <p>17 Q. Has anyone, member, non-member, other</p> <p>18 than your attorneys, has anyone ever communicated with</p> <p>19 MADA regarding the efficacy of the recalled Valsartan?</p> <p>20 A. No.</p> <p>21 MR. DORNER: All right. Well, I know</p> <p>22 you're strong and everything, but I'm actually</p> <p>23 going to go ahead and take a break here, Mr.</p> <p>24 Brown. I'm going to look through my outline</p> <p>25 and see if there's any cuts or changes I can</p>	<p style="text-align: right;">Page 216</p> <p>1 MS. QUINBY: Thank you.</p> <p>2 MR. DORNER: Justin, can you help us</p> <p>3 out with that?</p> <p>4 VIDEOGRAPHER: Yes. I'm getting rid of</p> <p>5 it now.</p> <p>6 MS. QUINBY: And we would also request</p> <p>7 that any other exhibit with</p> <p>8 personally-identifying information be taken</p> <p>9 down, as well.</p> <p>10 MR. DORNER: Yes, I think that's going</p> <p>11 to be 8 -- no, I take that back. 9, 10. I</p> <p>12 think it's just 9 and 10.</p> <p>13 MR. HANSEL: Are those the only</p> <p>14 exhibits accessible through the link that have</p> <p>15 been designated confidential?</p> <p>16 MR. DORNER: I would doubt it. I'd</p> <p>17 have to go back and look, Greg. I would doubt</p> <p>18 that.</p> <p>19 MR. HANSEL: We should do that now,</p> <p>20 because anything that's been designated</p> <p>21 confidential should not be in a</p> <p>22 publicly-available link. It's not secure.</p> <p>23 MR. DORNER: Sure. Let's go off the</p> <p>24 record, then, and we can handle that.</p> <p>25 VIDEOGRAPHER: The time is now 2:46.</p>
<p style="text-align: right;">Page 215</p> <p>1 make here. Let's go ahead and take a tight</p> <p>2 five, and we'll be back at, let's call it,</p> <p>3 2:41 p.m. in the East. Okay?</p> <p>4 THE WITNESS: Okay.</p> <p>5 VIDEOGRAPHER: The time is now 2:35.</p> <p>6 We are going off the record.</p> <p>7 (Recess taken from 2:35 p.m. to 2:44</p> <p>8 p.m.)</p> <p>9 VIDEOGRAPHER: The time is now 2:44.</p> <p>10 We're back on the record.</p> <p>11 MR. DORNER: I believe one of your</p> <p>12 counsel wanted to make a remark for the</p> <p>13 record, Mr. Brown, so I wanted to give an</p> <p>14 opportunity to do that.</p> <p>15 MS. QUINBY: So, it's come to our</p> <p>16 attention that Exhibit 9, which is designated</p> <p>17 as highly confidential, is available on the</p> <p>18 public exhibit access link, and it appears</p> <p>19 that anyone with that link can access that</p> <p>20 exhibit. It includes personally-identifying</p> <p>21 information, so we would just request that</p> <p>22 before we resume the deposition that that be</p> <p>23 immediately removed.</p> <p>24 MR. DORNER: I would agree with that</p> <p>25 request.</p>	<p style="text-align: right;">Page 217</p> <p>1 We're going off the record.</p> <p>2 (Discussion held off the record.)</p> <p>3 VIDEOGRAPHER: The time is now 2:50.</p> <p>4 Back on the record.</p> <p>5 BY MR. DORNER:</p> <p>6 Q. All right. Mr. Brown, let's shift our</p> <p>7 focus to the plans available to MADA members. Before</p> <p>8 we even get to any exhibits, it looks to me that from</p> <p>9 2013 to 2017 MADA offered four different plans for</p> <p>10 members. That would be three PPO options and then one</p> <p>11 HSA high-deductible health plan. Is that accurate?</p> <p>12 A. Yes, I think so.</p> <p>13 Q. Did MADA offer an HSA high-deductible</p> <p>14 health plan in 2012?</p> <p>15 A. I don't believe so.</p> <p>16 Q. And then for the years starting March</p> <p>17 1, 2018, it looks like MADA shifted to offering a PPO</p> <p>18 standard plan, a PPO value plan, an HSA</p> <p>19 high-deductible standard health plan, and an HSA</p> <p>20 high-deductible value health plan; is that right?</p> <p>21 A. Yes.</p> <p>22 Q. And then MADA kept all those plans</p> <p>23 through 2020?</p> <p>24 A. Yes.</p> <p>25 Q. In fact, are the standard and value</p>

HIGHLY CONFIDENTIAL

<p style="text-align: right;">Page 218</p> <p>1 plans, are those still in effect today?</p> <p>2 A. The deductibles might have changed, but</p> <p>3 we do continue to have two PPO plans and two</p> <p>4 HSA-compatible plans.</p> <p>5 Q. And those are known as value and</p> <p>6 standard?</p> <p>7 A. Yes.</p> <p>8 Q. Okay, great. Were all members eligible</p> <p>9 for all plans from 2012 to 2020?</p> <p>10 A. Okay. We're back to the definition of</p> <p>11 members.</p> <p>12 Q. Yes. Let me back up. Let me reask the</p> <p>13 question and save us some time. Were all individuals</p> <p>14 eligible for coverage under the plan document that we</p> <p>15 reviewed? Were they all able to obtain any of the</p> <p>16 plans that we just talked about as they were offered?</p> <p>17 A. No. The first choice is at the</p> <p>18 dealership level. The owners and managers of the</p> <p>19 dealers get to choose which of the four plans they</p> <p>20 might want to offer in their business. To the extent</p> <p>21 that the dealership offers all four, then any employee</p> <p>22 would have availability of any of the four.</p> <p>23 Q. So, it's possible, then, that in 2017</p> <p>24 some dealership in Portland said we're only going to</p> <p>25 do the PPOs; we're not going to do the HSA</p>	<p style="text-align: right;">Page 220</p> <p>1 deductible, the co-insurance limit, and the total</p> <p>2 out-of-pocket limits, Plans A, B, and C were identical</p> <p>3 in terms of the coverage that they offered; is that</p> <p>4 accurate?</p> <p>5 A. Yes.</p> <p>6 Q. Plans A, B, and C required co-pays?</p> <p>7 Well, here, let's not do it that way. Let's actually</p> <p>8 scroll down there.</p> <p>9 MR. DORNER: Can we go to page 354?</p> <p>10 And just call out the top section, please.</p> <p>11 BY MR. DORNER:</p> <p>12 Q. All plans here required co-pays for</p> <p>13 prescription drugs; is that right?</p> <p>14 A. Yes.</p> <p>15 Q. And so if I was on a PPO in 2017 from</p> <p>16 MADA, I would have paid \$20 in a co-pay for a Tier 1</p> <p>17 drug; is that true?</p> <p>18 A. Yes.</p> <p>19 Q. Now, these tiers, they come from this,</p> <p>20 it looks like at the top here you can see it says,</p> <p>21 "These plans use the Essential Drug List." I believe</p> <p>22 Exhibit 12 is the Essential Drug List. That was the</p> <p>23 formulary that we looked at. Is that accurate?</p> <p>24 A. I would agree that the Essential Drug</p> <p>25 List is the formulary that we've used at that time.</p>
<p style="text-align: right;">Page 219</p> <p>1 high-deductible, and that would have been fine, right?</p> <p>2 A. Yes.</p> <p>3 Q. And so any employees or dependent</p> <p>4 spouse of that employee would only have the PPO</p> <p>5 option; they wouldn't have been able to get the</p> <p>6 high-deductible?</p> <p>7 A. Yes.</p> <p>8 Q. Great. Thanks for clearing that up.</p> <p>9 MR. DORNER: Can we go to Exhibit 14,</p> <p>10 please?</p> <p>11 (Document marked as Exhibit TB-14 for</p> <p>12 identification.)</p> <p>13 BY MR. DORNER:</p> <p>14 Q. All right. Mr. Brown, do you recognize</p> <p>15 the document that I've had put up on the screen here?</p> <p>16 A. Yes.</p> <p>17 Q. What is this?</p> <p>18 A. It's a summary of benefits that we</p> <p>19 prepared that outlines the benefits of the PPO plans</p> <p>20 that were available starting March 1st of 2017.</p> <p>21 Q. And it looks here that MADA names its</p> <p>22 PPO plans at that time Plan A, B, and C, depending on</p> <p>23 the deductible that was applicable; is that accurate?</p> <p>24 A. Yes.</p> <p>25 Q. Now, other than, it looks like, the</p>	<p style="text-align: right;">Page 221</p> <p>1 To the extent that the other exhibit is that</p> <p>2 formulary, it's the same.</p> <p>3 Q. Okay. Down at the bottom of that same</p> <p>4 box it says, "All co-payments are per 30-day supply</p> <p>5 except home delivery of Tier 1 prescriptions, which</p> <p>6 are two co-pays per 90-day supply." Is that</p> <p>7 essentially saying that if somebody got their</p> <p>8 prescription by mail, they'd double their co-payment,</p> <p>9 so \$20 for a Tier 1 would become \$40?</p> <p>10 A. Yes. If their prescription was for a</p> <p>11 90-day supply from a doctor, and they got it</p> <p>12 home-delivered, they would pay \$40 for 90 days.</p> <p>13 Q. And so, ultimately, that results in a</p> <p>14 savings to them because instead of paying three \$20</p> <p>15 co-pays for a 90-day supply going to a pharmacy, they</p> <p>16 just had to pay two, they would only pay \$40 total,</p> <p>17 and they get a 90-day supply in the mail, right?</p> <p>18 A. Yes.</p> <p>19 MR. DORNER: Now, can we go back up to</p> <p>20 page 1 of this document? Let's just look at</p> <p>21 Plan A, for example. Can you zoom in on the</p> <p>22 Plan A, B, C box there, Justin? Perfect.</p> <p>23 BY MR. DORNER:</p> <p>24 Q. It looks like Plan A has a \$1,200</p> <p>25 individual deductible. Does that match with MADA's</p>

<p style="text-align: right;">Page 222</p> <p>1 recollection?</p> <p>2 A. Yes.</p> <p>3 Q. Would that deductible apply to Tier 1</p> <p>4 prescription drugs? I guess that's my question, would</p> <p>5 that deductible apply before coverage for Tier 1</p> <p>6 prescription drugs kicked in?</p> <p>7 A. No.</p> <p>8 Q. Why not?</p> <p>9 A. Well, we want people to use the</p> <p>10 medication that the doctor prescribes to help them</p> <p>11 stabilize or get better, and the co-pay is in lieu of</p> <p>12 the deductible applicable to prescriptions.</p> <p>13 MR. DORNER: Can we go to the next box</p> <p>14 down, the Preventive Care box, and call that</p> <p>15 out? That's fine.</p> <p>16 BY MR. DORNER:</p> <p>17 Q. So, here, in the Preventive Care</p> <p>18 section, there's a box in both columns, Network and</p> <p>19 Non-Network, and it says, "Deductible does not apply"</p> <p>20 in those two sections. Do you see where I'm referring</p> <p>21 to?</p> <p>22 A. Yes.</p> <p>23 Q. So, for preventive care in 2017 under</p> <p>24 the Plan A, there would be no deductible if, for</p> <p>25 example, I went and got a routine physical, correct?</p>	<p style="text-align: right;">Page 224</p> <p>1 Q. Where might I find the details about</p> <p>2 whether the deductible applies?</p> <p>3 A. Well, obviously, we explain that to</p> <p>4 people, to the dealerships, to the employees, that</p> <p>5 co-payments on medications are in lieu of high</p> <p>6 deductibles.</p> <p>7 Q. Is that verbally you explain that?</p> <p>8 A. Yes, we try to do education every year</p> <p>9 at every dealership.</p> <p>10 Q. Is there a presentation or anything</p> <p>11 that goes along with that, like a PowerPoint?</p> <p>12 A. No.</p> <p>13 Q. Just verbal?</p> <p>14 A. Yes.</p> <p>15 Q. Are there any plan documents, benefits</p> <p>16 summaries, or other document required by ERISA to be</p> <p>17 produced or prepared by MADA that would indicate that</p> <p>18 deductibles do not apply to Tier 1 drugs in the PPO</p> <p>19 plan?</p> <p>20 A. I'd have to go back and look at the</p> <p>21 SBCs that Anthem produced and the plan document. I</p> <p>22 don't know off the top of my head.</p> <p>23 Q. Understood. Now, we did look at the</p> <p>24 plan document earlier today, right?</p> <p>25 A. Right.</p>
<p style="text-align: right;">Page 223</p> <p>1 A. If you went to a physician in the</p> <p>2 Anthem network, that's correct.</p> <p>3 Q. And even if I went to a non-network,</p> <p>4 there still wouldn't be a deductible?</p> <p>5 A. True.</p> <p>6 MR. DORNER: Can we go to the next</p> <p>7 section down, please, which I believe is</p> <p>8 Professional Services. Perfect.</p> <p>9 BY MR. DORNER:</p> <p>10 Q. Here in this Professional Services</p> <p>11 category, again, it bears that notation, but the</p> <p>12 deductible does not apply for things like office</p> <p>13 visits for preventive care, or office visits for</p> <p>14 non-specialist injury. Do you see what I'm referring</p> <p>15 to?</p> <p>16 A. Yes.</p> <p>17 MR. DORNER: Now, can we go back to the</p> <p>18 Prescription Drug section? This is on page</p> <p>19 354. Wrong section. Yes.</p> <p>20 BY MR. DORNER:</p> <p>21 Q. So, Mr. Brown, I don't see that</p> <p>22 "deductible does not apply" designation in this</p> <p>23 section pertaining to prescription drugs. Do you see</p> <p>24 it anywhere?</p> <p>25 A. It is not there.</p>	<p style="text-align: right;">Page 225</p> <p>1 Q. That was Exhibit 5. And so that's what</p> <p>2 you were referring to when you said the plan document,</p> <p>3 right?</p> <p>4 A. Yes.</p> <p>5 Q. So, I could look in there and see if</p> <p>6 there's any mention of that, of whether or not the</p> <p>7 deductible applies to PPOs for prescription drugs?</p> <p>8 A. Yes.</p> <p>9 Q. You mentioned SBC, that's sierra,</p> <p>10 bravo, charlie. Does that stand for Summary of</p> <p>11 Benefits and Coverage?</p> <p>12 A. Yes.</p> <p>13 Q. And that's a separate document from the</p> <p>14 benefits overview that we're looking at now, correct?</p> <p>15 A. Yes.</p> <p>16 Q. So, I believe those have been produced</p> <p>17 either by MADA or by Anthem, or both, and so I could</p> <p>18 look in there to see if there's any terms about</p> <p>19 whether a deductible applies for prescription drugs,</p> <p>20 Tier 1, in the PPO plans?</p> <p>21 A. Yes.</p> <p>22 Q. If, let's say, I'm unable to find any</p> <p>23 mention of deductibles as they apply to PPO plan</p> <p>24 prescription drugs, would that signal that it did, in</p> <p>25 fact, apply?</p>

<p style="text-align: right;">Page 226</p> <p>1 MR. HANSEL: Object to the form.</p> <p>2 THE WITNESS: No.</p> <p>3 BY MR. DORNER:</p> <p>4 Q. So, is MADA guaranteeing that no</p> <p>5 deductible applied to Tier 1 medications under the PPO</p> <p>6 plan in 2017?</p> <p>7 MR. HANSEL: Object to the form.</p> <p>8 THE WITNESS: Yes.</p> <p>9 MR. HANSEL: Are you really asking him</p> <p>10 for a guarantee?</p> <p>11 MR. DORNER: Greg, you can object, and</p> <p>12 that's enough. That's good.</p> <p>13 BY MR. DORNER:</p> <p>14 Q. Could you answer my question, sir?</p> <p>15 A. I thought I did. Yes, I am saying that</p> <p>16 we would not apply deductible to prescription</p> <p>17 medications. We would apply co-pay.</p> <p>18 Q. And so let me just drill down on that a</p> <p>19 little bit. I understand -- I guess I understand that</p> <p>20 MADA would not apply the deductible to co-pays -- or</p> <p>21 excuse me, to prescription drugs for Tier 1 on these</p> <p>22 PPO plans. Was that a choice MADA made or was it a</p> <p>23 term in the plan documents that it had to follow?</p> <p>24 A. We have long had the position that</p> <p>25 co-pays for medications are substituted for</p>	<p style="text-align: right;">Page 228</p> <p>1 prescription drugs on the PPO plans. Did it used to?</p> <p>2 A. Some years ago, and I don't know when</p> <p>3 it changed. Long before this period of time.</p> <p>4 Q. So, was it before the 2000s, do you</p> <p>5 think?</p> <p>6 A. I'd have to go back and look.</p> <p>7 Q. To MADA's knowledge, were all of the</p> <p>8 Valsartan-containing drugs at issue in this case, were</p> <p>9 those all Tier 1 drugs on the formulary?</p> <p>10 A. I don't know. Presumably, yes, if</p> <p>11 there was a generic.</p> <p>12 Q. Would MADA have any reason to doubt</p> <p>13 that Tier 1 drugs included all of the Valsartan at</p> <p>14 issue?</p> <p>15 MR. HANSEL: Object to the form.</p> <p>16 THE WITNESS: No.</p> <p>17 BY MR. DORNER:</p> <p>18 Q. And again, look, I'm trying to offer</p> <p>19 some help here. We can go and look at a couple of</p> <p>20 formulary examples. In fact, let's just do it.</p> <p>21 MR. DORNER: Can we pull up Exhibit 12,</p> <p>22 please? We've already looked at this. Let's</p> <p>23 go to the page ending in Bates 541.</p> <p>24 BY MR. DORNER:</p> <p>25 Q. I believe at the top here it says</p>
<p style="text-align: right;">Page 227</p> <p>1 deductibles.</p> <p>2 Q. All right. Understood. So, was that a</p> <p>3 voluntary policy at MADA?</p> <p>4 A. Yes.</p> <p>5 Q. Okay. It wasn't required by your plan</p> <p>6 documents or the SBCs?</p> <p>7 A. Like I said, I'd have to look at the</p> <p>8 document to see what's in there, but we have never</p> <p>9 operated the plan, in recent years, at least, with a</p> <p>10 deductible applicable to co-paid medications.</p> <p>11 Q. You mentioned --</p> <p>12 VIDEOGRAPHER: Counsel, I don't mean to</p> <p>13 cut in. I'm having a technical issue. Can we</p> <p>14 go off the record for a second?</p> <p>15 MR. DORNER: Sure.</p> <p>16 VIDEOGRAPHER: The time is now 3:04.</p> <p>17 We are going off the record.</p> <p>18 (Pause.)</p> <p>19 VIDEOGRAPHER: The time is 3:08. Back</p> <p>20 on the record.</p> <p>21 BY MR. DORNER:</p> <p>22 Q. All right. I think we got our</p> <p>23 technical glitch worked out. You mentioned in your</p> <p>24 last answer, Mr. Brown, in recent years the plan was</p> <p>25 not charging -- was not applying the deductible to</p>	<p style="text-align: right;">Page 229</p> <p>1 current as of 1-1, 2017. Do you see where I'm</p> <p>2 referring to that, Mr. Brown?</p> <p>3 A. Yes.</p> <p>4 Q. So, would you agree that this is the</p> <p>5 formulary that corresponds to the 2017 PPO plans, at</p> <p>6 least for March of 2017, when that plan started?</p> <p>7 A. Yes.</p> <p>8 MR. DORNER: Can we blow up the right</p> <p>9 column, let's call it, halfway down to the</p> <p>10 bottom? That's good.</p> <p>11 BY MR. DORNER:</p> <p>12 Q. So, here in this right column this</p> <p>13 formulary lists Valsartan oral tablets and two forms</p> <p>14 of Valsartan HCT tablets. Do you see those?</p> <p>15 A. Yes.</p> <p>16 Q. You would agree that those medications,</p> <p>17 then, were covered by the 2017 PPO?</p> <p>18 A. Yes.</p> <p>19 Q. And would you further agree that both</p> <p>20 of these medications are in Tier 1 of the formulary?</p> <p>21 A. Yes.</p> <p>22 Q. Now, it says 1 or 1B. Did MADA plans</p> <p>23 have a formulary 1A -- or excuse me, a Tier 1A and</p> <p>24 Tier 1B, or was it all just Tier 1?</p> <p>25 A. I believe at that time, that's before</p>

<p style="text-align: right;">Page 230</p> <p>1 they had the different -- I think they were all Tier</p> <p>2 1s, because I don't think we were at the Rite</p> <p>3 Aid/Walgreen difference at that point.</p> <p>4 Q. So, whether or not there's that</p> <p>5 preferred pharmacy setup we talked about earlier, that</p> <p>6 dictates whether something falls in a 1A, 1B bucket?</p> <p>7 A. I assume, I don't know, because I</p> <p>8 hadn't seen this list, and I don't know what all of it</p> <p>9 is.</p> <p>10 MR. DORNER: Can we go to the page</p> <p>11 ending in 564, please? Let's blow up, I</p> <p>12 believe it's the column on the left, under</p> <p>13 Cardiovascular.</p> <p>14 BY MR. DORNER:</p> <p>15 Q. So, if we look here, this column also</p> <p>16 lists, it looks like, two forms of Amlodipine,</p> <p>17 Valsartan HCT tablets. Do you see those references</p> <p>18 I'm talking about?</p> <p>19 A. I see the references to Amlodipine.</p> <p>20 Okay. Yes, I do.</p> <p>21 Q. And then those are also in Tier 1,</p> <p>22 right?</p> <p>23 A. Yes.</p> <p>24 Q. Now, just generally, with respect to</p> <p>25 the coverage of these, I guess it would be these one,</p>	<p style="text-align: right;">Page 232</p> <p>1 A. Depending on what the dealership chose</p> <p>2 to do, yes.</p> <p>3 Q. MADA would allow dealerships to choose</p> <p>4 this plan and/or Plans A, B, and C, right, from 2013</p> <p>5 to '17?</p> <p>6 A. Yes.</p> <p>7 Q. Did MADA call this plan Plan D at the</p> <p>8 time?</p> <p>9 A. We may have. I don't remember off the</p> <p>10 top of my head. It's possible. We may have called it</p> <p>11 an HSA-compatible plan. I don't remember.</p> <p>12 Q. Can you just, basically, explain how an</p> <p>13 HSA high-deductible health plan works as opposed to,</p> <p>14 say, a PPO?</p> <p>15 A. PPOs have -- well, both plans have some</p> <p>16 preventative services up front. PPO plans have</p> <p>17 co-pays for certain things, where the HSA plan, those</p> <p>18 expenses would first go to a deductible. Both plans</p> <p>19 have a deductible component. It varies as to when it</p> <p>20 begins to apply. Both plans have a co-insurance</p> <p>21 component, and both plans have a maximum</p> <p>22 out-of-pocket. The HSA, what you can do with that is</p> <p>23 pretty much governed by federal rules.</p> <p>24 Q. Now, I believe you mentioned that the</p> <p>25 HSA plan has a deductible. It was \$3,600 for an</p>
<p style="text-align: right;">Page 231</p> <p>1 two, three, four, I think it's seven forms of</p> <p>2 Valsartan that we just looked at, does MADA know</p> <p>3 whether these forms of Valsartan were covered from</p> <p>4 2012 to 2017 in its plan?</p> <p>5 A. No. That's an Anthem question.</p> <p>6 Q. If we were to look over the</p> <p>7 formularies, we could confirm that all the forms of</p> <p>8 Valsartan were covered?</p> <p>9 A. Yes.</p> <p>10 MR. DORNER: Let's go to Exhibit 15,</p> <p>11 please.</p> <p>12 (Document marked as Exhibit TB-15 for</p> <p>13 identification.)</p> <p>14 BY MR. DORNER:</p> <p>15 Q. Do you recognize this document, Mr.</p> <p>16 Brown?</p> <p>17 A. Yes.</p> <p>18 Q. What is this document?</p> <p>19 A. This is a description of the</p> <p>20 HSA-compatible plan effective March 1 of 2017.</p> <p>21 Q. And I believe you said MADA started</p> <p>22 offering this in 2013, right, this kind of plan?</p> <p>23 A. I believe that's right.</p> <p>24 Q. So, this was offered simultaneous with</p> <p>25 Plans A, B, and C, right?</p>	<p style="text-align: right;">Page 233</p> <p>1 individual for 2013 through 2017, right?</p> <p>2 A. It certainly was in '17. I don't think</p> <p>3 it changed previous to that.</p> <p>4 Q. And then it's got an out-of-pocket</p> <p>5 maximum, if we look in, sort of, the third box down?</p> <p>6 MR. DORNER: If you could do a call-out</p> <p>7 for us there, Justin. There we go.</p> <p>8 BY MR. DORNER:</p> <p>9 Q. It's got an out-of-pocket maximum for</p> <p>10 in-network providers and out-of-network providers of</p> <p>11 \$6,450. Do you see that?</p> <p>12 A. Yes.</p> <p>13 Q. Near the bottom, and it's on the next</p> <p>14 page, there's a section for Prescription Drugs.</p> <p>15 MR. DORNER: Can we blow that up?</p> <p>16 BY MR. DORNER:</p> <p>17 Q. Here it says, in the last section,</p> <p>18 "This plan uses the Essential Drug List. Drugs not on</p> <p>19 the list are not covered." Is this referring to the</p> <p>20 same Essential Drug List that we were just looking at?</p> <p>21 A. I believe it does.</p> <p>22 Q. Generally, did the HSA plans and the</p> <p>23 PPO plans use the same formulary from 2013 to 2017?</p> <p>24 A. That's something you'd have to ask</p> <p>25 Anthem. We used whatever formulary they were using in</p>

<p style="text-align: right;">Page 234</p> <p>1 their plans.</p> <p>2 Q. Does MADA have any knowledge of two</p> <p>3 separate formularies applying to PPOs versus HSA</p> <p>4 plans?</p> <p>5 A. I don't have any of that knowledge, no.</p> <p>6 MR. DORNER: Can we go to the next</p> <p>7 page, please?</p> <p>8 BY MR. DORNER:</p> <p>9 Q. This is a list of preventive medicines.</p> <p>10 We've been talking about this a little bit today, Mr.</p> <p>11 Brown.</p> <p>12 MR. DORNER: Can we zoom in on the</p> <p>13 bottom half of the second column?</p> <p>14 BY MR. DORNER:</p> <p>15 Q. And within this list of medications we</p> <p>16 see Amlodipine/Valsartan and</p> <p>17 Amlodipine/Valsartan/HCTZ. Do you see those two</p> <p>18 items?</p> <p>19 A. I do.</p> <p>20 MR. DORNER: Now, if we go into the</p> <p>21 fourth column. You got it.</p> <p>22 BY MR. DORNER:</p> <p>23 Q. Here we have Valsartan and</p> <p>24 Valsartan/HCTZ, right?</p> <p>25 A. Yes.</p>	<p style="text-align: right;">Page 236</p> <p>1 identification.)</p> <p>2 BY MR. DORNER:</p> <p>3 Q. Do you recognize this document, sir?</p> <p>4 A. Yes, I do.</p> <p>5 Q. What is this document?</p> <p>6 A. It's an outline of the benefits</p> <p>7 starting March 1st of 2018, the PPO plan -- the two</p> <p>8 PPO plans that we offer.</p> <p>9 Q. So, this would be the next -- we've</p> <p>10 been looking at 2017. This would be the next year's</p> <p>11 plans?</p> <p>12 A. Yes.</p> <p>13 Q. And you testified earlier that there</p> <p>14 was a change from Plans A, B, and C to the standard</p> <p>15 and value plans. Why did MADA make that change?</p> <p>16 A. I believe it was to coincide with what</p> <p>17 Anthem was calling -- to make it consistent with the</p> <p>18 terminology that Anthem was using in their claim</p> <p>19 system.</p> <p>20 MR. DORNER: Now, in the box on the</p> <p>21 left, let's do the top section of boxes,</p> <p>22 Employee Medical Care Plans, Justin.</p> <p>23 BY MR. DORNER:</p> <p>24 Q. We've got, it says in the upper</p> <p>25 left-hand box, it says, "Deductible, 4th quarter</p>
<p style="text-align: right;">Page 235</p> <p>1 Q. Now, I believe you testified that under</p> <p>2 the HSA plans there would be no deductible to apply if</p> <p>3 a member was obtaining any of these preventative</p> <p>4 medications. Is that an accurate characterization of</p> <p>5 your testimony?</p> <p>6 A. Yes, it is.</p> <p>7 Q. Did all of the HSA high-deductible</p> <p>8 plans from 2013 to 2017 waive the deductible for</p> <p>9 preventive medications?</p> <p>10 A. Yes. I believe that was a requirement</p> <p>11 of federal law.</p> <p>12 Q. Did any of the plans from 2013 to 2017</p> <p>13 have co-insurance requirements?</p> <p>14 A. I believe they all had co-insurance</p> <p>15 requirements.</p> <p>16 Q. And then they all would have also had</p> <p>17 out-of-pocket maximums, correct?</p> <p>18 A. Yes.</p> <p>19 Q. And that's all information that we can</p> <p>20 get by looking at the plan summaries -- or excuse me,</p> <p>21 the benefits overview that we're looking at now?</p> <p>22 A. Yes.</p> <p>23 MR. DORNER: Let's go to Exhibit 16,</p> <p>24 please.</p> <p>25 (Document marked as Exhibit TB-16 for</p>	<p style="text-align: right;">Page 237</p> <p>1 carryover (removed effective 1-1-19.)" That 4th</p> <p>2 quarter carryover, what is that referring to?</p> <p>3 A. We had a provision that ended December</p> <p>4 31st of 2018 that said that if a person had expenses</p> <p>5 in October, November, and December of a year that</p> <p>6 applied to their deductible, that same amount would</p> <p>7 apply to the following year's deductible. But we</p> <p>8 eliminated that carryover starting January 1st of '19.</p> <p>9 Q. So, did that carryover apply from, say,</p> <p>10 2013, onward, up until 1-1-19?</p> <p>11 A. Yes, but the October, November,</p> <p>12 December of 2018 would not carry over.</p> <p>13 Q. Understood. I understand what you're</p> <p>14 saying. Did that apply to both PPO and HSA plans?</p> <p>15 A. I believe -- it certainly applied to</p> <p>16 the PPO plans. I believe it also applied to the</p> <p>17 HSA-compatible plan.</p> <p>18 Q. And then would that carryover, would it</p> <p>19 last until March 1, when, you know, the next set of</p> <p>20 benefits came through, or I guess I should say the</p> <p>21 next plans went into effect, or would it carry over</p> <p>22 into the whole year?</p> <p>23 A. The entire calendar year.</p> <p>24 Q. Okay. And so, if it was 2017, and I</p> <p>25 incurred a \$250 expense in November of 2016, that \$250</p>

<p style="text-align: right;">Page 238</p> <p>1 would be counted toward my deductible for the entire 2 year, 2017; am I understanding correctly? 3 A. Yes. 4 Q. Let's see. According to this, the 5 deductible for the PPO standard plan was \$2,500, and 6 \$4,200 for the PPO value plan. Did the PPO plans from 7 2018, 2019, and 2020 all have deductibles, even if the 8 amount changed a little bit? 9 A. Yes. 10 Q. Did all of the plans from 2018 through 11 2020 have co-insurance, such as the co-insurance 12 indicated on this exhibit? 13 A. Yes. 14 Q. Did they all have out-of-pocket limits, 15 as shown on this exhibit? 16 A. Yes. 17 Q. Earlier we were talking about -- 18 MR. DORNER: You can close the call-out 19 here, Justin. 20 BY MR. DORNER: 21 Q. Earlier we were talking about whether 22 or not the deductible applied to prescription 23 medications for PPO plans in 2017 and prior. In 2018 24 and going forward, did the deductible apply to 25 prescription medications for the PPO plan?</p>	<p style="text-align: right;">Page 240</p> <p>1 remember if we changed the co-pays or not, but they 2 would be reflected on those documents. 3 Q. And all of these benefits overviews, 4 they were produced by MADA; they accurately reflect 5 what the true numbers are? 6 A. Yes. 7 MR. DORNER: Let's go to Exhibit 17, 8 please. 9 (Document marked as Exhibit TB-17 for 10 identification.) 11 BY MR. DORNER: 12 Q. Do you recognize this document, sir? 13 A. Yes, I do. 14 Q. What is this document? 15 A. This is the outline of the 16 HSA-compatible plans that became available March 1 of 17 2018. 18 Q. And so this was a change, also, because 19 previously there was only one version of this, and now 20 there are two versions, a standard and the value, 21 offered to individuals, right? 22 A. Yes. 23 Q. Both of these plans had deductibles; is 24 that right? 25 A. Yes.</p>
<p style="text-align: right;">Page 239</p> <p>1 A. No. 2 Q. And again, that's a policy of MADA? 3 A. Yes. 4 Q. When it comes to 2018 to 2020 in these 5 value and standard plans, other than the deductible, 6 co-insurance, and out-of-pocket numbers that we see 7 there, understanding those are different, were the 8 benefits offered to standard and value payors the 9 same? 10 A. I believe so. I can't remember whether 11 there was a State mandate change or not in one of 12 those years, but -- 13 Q. What do you mean by State mandate 14 change? 15 A. The legislature imposed coverage on 16 some service, or whatever, they had to be covered at a 17 certain level. 18 Q. Do you have any recollection when that 19 might have been? 20 A. Well, the latest one applied to 21 diabetic individuals, and it limits the amount that we 22 can charge for insulin and certain other things, I 23 believe. I can't remember whether there were others 24 or not, but those are the only -- except for changes 25 to deductibles and co-insurance out-of-pocket, I don't</p>	<p style="text-align: right;">Page 241</p> <p>1 Q. For an individual, the standard was 2 \$4,000, as shown here, and the value was \$6,650? 3 A. Yes. 4 Q. And is that, essentially, the premium 5 would be lower for a value member, but they run the 6 risk of paying a higher deductible. Is that 7 essentially how the math works? 8 A. Yes. 9 MR. DORNER: Can we go to page 616, is 10 the next page, and zoom in on the Prescription 11 Drugs section. 12 BY MR. DORNER: 13 Q. Now, in this box you'll see it says, 14 "Note: Your prescription drug costs will be lower at 15 Tier 1 pharmacies (CVS, Hannaford, Sam's, Shaw's, 16 Target, and Walmart) and higher when filled at Tier 2 17 pharmacies (includes Rite Aid and Walgreens)." This 18 is what we were speaking about before with regard to 19 the Tier 1, Tier 2 pharmacies; is that right? 20 A. Yes. 21 Q. Now, I notice these are called Tier 1 22 and Tier 2 as opposed to, say, Tier 1A and B. Does 23 this refresh your recollection as to whether the 24 pharmacy choice had anything to do with the formulary 25 tier that a medication falls in?</p>

<p style="text-align: right;">Page 242</p> <p>1 MR. HANSEL: Object to the form.</p> <p>2 THE WITNESS: No, I don't believe, no.</p> <p>3 I think the formulary applies across the</p> <p>4 board.</p> <p>5 BY MR. DORNER:</p> <p>6 Q. Okay. And so whether something falls</p> <p>7 into Tier 1 on the formulary, or Tier 1A or Tier 1B,</p> <p>8 would have nothing to do with the pharmacy where the</p> <p>9 drug is obtained; is that accurate?</p> <p>10 A. That's my understanding, yes.</p> <p>11 Q. Who started this? This is a preferred</p> <p>12 pharmacy program that it's talking about in this note;</p> <p>13 is that right?</p> <p>14 A. Yes.</p> <p>15 Q. Who started that?</p> <p>16 A. Anthem.</p> <p>17 Q. Did Anthem's choice to begin this</p> <p>18 program, did that impact the costs that MADA paid for</p> <p>19 prescriptions?</p> <p>20 A. I don't know.</p> <p>21 Q. Now, with this plan it says preventive</p> <p>22 medicines for both the standard and value plan, the</p> <p>23 deductible is waived and the medicines are covered at</p> <p>24 100 percent. Is that MADA's understanding of how</p> <p>25 these plans worked?</p>	<p style="text-align: right;">Page 244</p> <p>1 A. Yes.</p> <p>2 MR. DORNER: Let's go to Exhibit 18,</p> <p>3 please. I promise to get through this very</p> <p>4 quickly.</p> <p>5 (Document marked as Exhibit TB-18 for</p> <p>6 identification, and is designated as highly</p> <p>7 confidential.)</p> <p>8 BY MR. DORNER:</p> <p>9 Q. Do you recognize this document?</p> <p>10 A. Yes, I do.</p> <p>11 Q. What are we looking at?</p> <p>12 A. That's our internal pricing sheet for</p> <p>13 medical coverage.</p> <p>14 Q. All right. And what's the date on</p> <p>15 this?</p> <p>16 A. March 1 of 2017.</p> <p>17 Q. So, these are the premiums for the</p> <p>18 plans offered from 3-1-17, I guess, through 2-28-18;</p> <p>19 is that accurate?</p> <p>20 A. For the southern half of Maine, yes.</p> <p>21 Or southern part of Maine. It's not half.</p> <p>22 Q. And I think you're guessing where I'm</p> <p>23 going here. I see a -- well, let me back up. Do you</p> <p>24 see how it says Single, and then Column A?</p> <p>25 A. Yes.</p>
<p style="text-align: right;">Page 243</p> <p>1 A. Yes, that's the list of the</p> <p>2 federally-required preventive medicines.</p> <p>3 Q. And I think we looked, all the</p> <p>4 Valsartan varieties are included on that list, right?</p> <p>5 A. Yes.</p> <p>6 Q. So, essentially, other than a premium,</p> <p>7 a member would not have to pay anything for a</p> <p>8 prescription of Valsartan, so long as it's a</p> <p>9 preventative medication, right?</p> <p>10 A. As long as it was listed on that</p> <p>11 federal requirement, that's correct.</p> <p>12 Q. Did the same term, meaning waiver of</p> <p>13 the deductible, did that apply in 2019 and 2020 under</p> <p>14 this kind of plan?</p> <p>15 A. Yes.</p> <p>16 Q. Did all of the HSA high-deductible</p> <p>17 health plans have an out-of-pocket maximum in 2018</p> <p>18 through 2020?</p> <p>19 A. Yes.</p> <p>20 Q. They all had a maximum co-insurance</p> <p>21 amount during that time?</p> <p>22 A. Yes.</p> <p>23 Q. And they all would have had deductibles</p> <p>24 at that time, even if it didn't apply to preventive</p> <p>25 medications, right?</p>	<p style="text-align: right;">Page 245</p> <p>1 Q. Does that column cover the \$1,200</p> <p>2 deductible PPO plan?</p> <p>3 A. If that was the lowest PPO deductible,</p> <p>4 yes.</p> <p>5 Q. And I ask that question because we had</p> <p>6 Plan A, B, and C for the PPOs, and so I was assuming</p> <p>7 that A, B, and C here corresponded with that. Is that</p> <p>8 true?</p> <p>9 A. That's correct.</p> <p>10 Q. And then Plan D, you might remember I</p> <p>11 asked about Plan D earlier, would that pertain to the</p> <p>12 HSA high-deductible?</p> <p>13 A. Yes.</p> <p>14 Q. And now here's where I think you knew</p> <p>15 where I was going. There's a letter G sort of right</p> <p>16 in the middle of the page there. What does that G</p> <p>17 stand for?</p> <p>18 A. It stands for the southern portion of</p> <p>19 Maine. We have one of these sheets labeled H that is</p> <p>20 for the northern portion of Maine.</p> <p>21 MR. DORNER: And if we can go ahead and</p> <p>22 pull up Exhibit 19.</p> <p>23 (Document marked as Exhibit TB-19 for</p> <p>24 identification, and is designated as highly</p> <p>25 confidential.)</p>

<p style="text-align: right;">Page 246</p> <p>1 THE WITNESS: That's H.</p> <p>2 BY MR. DORNER:</p> <p>3 Q. That's H. So, this would pertain to</p> <p>4 the northern half of Maine, right?</p> <p>5 A. Northern part. It's not exactly half.</p> <p>6 Q. Understood. The A, B, C, and D columns</p> <p>7 pertain to the same plans as we just discussed?</p> <p>8 A. Yes.</p> <p>9 Q. This is just me curious, how did you</p> <p>10 land on the letters G and H?</p> <p>11 A. I don't remember. It goes way back.</p> <p>12 Q. Okay. Fair enough.</p> <p>13 MR. DORNER: Can we go to Exhibit 20,</p> <p>14 please?</p> <p>15 (Document marked as Exhibit TB-20 for</p> <p>16 identification, and is designated as highly</p> <p>17 confidential.)</p> <p>18 BY MR. DORNER:</p> <p>19 Q. When you figure that out, will you</p> <p>20 write me a letter?</p> <p>21 A. Sure.</p> <p>22 Q. I'm serious. Of all the questions,</p> <p>23 that's what's been driving me crazy as we go through</p> <p>24 these depositions. All right. Exhibit 20, do you</p> <p>25 recognize this document, sir?</p>	<p style="text-align: right;">Page 248</p> <p>1 identification, and is designated as highly</p> <p>2 confidential.)</p> <p>3 BY MR. DORNER:</p> <p>4 Q. This is essentially the same</p> <p>5 information covering the same plan but for the</p> <p>6 northern part of the Great State of Maine, right?</p> <p>7 A. Yes.</p> <p>8 Q. And that's what the H in the middle</p> <p>9 signifies?</p> <p>10 A. Yes.</p> <p>11 Q. Other than that, are there any material</p> <p>12 differences on this page versus the last one we just</p> <p>13 looked at, Exhibit 20?</p> <p>14 A. No.</p> <p>15 MR. DORNER: You can take down this</p> <p>16 exhibit.</p> <p>17 BY MR. DORNER:</p> <p>18 Q. So, we looked at a formulary today, and</p> <p>19 we looked at some preventive medications lists. I</p> <p>20 want to speak directly about the formulary that we've</p> <p>21 talked about. If it were the case that all of the</p> <p>22 Valsartan drugs at issue in this matter were on the</p> <p>23 Tier 1 list from 2013 to 2020, let's say, that would</p> <p>24 mean that they were always the cheapest tier of</p> <p>25 medications, right?</p>
<p style="text-align: right;">Page 247</p> <p>1 A. Yes, it's the monthly premium rates for</p> <p>2 the lower part of Maine starting March 1 of 2018 for</p> <p>3 various medical and dental and vision, what we offer.</p> <p>4 Q. And we've just been talking in Exhibits</p> <p>5 16 and 17 about the various 2018 plans, and we looked</p> <p>6 at examples. Would the column, do you see, let's call</p> <p>7 it the Single section here?</p> <p>8 A. Yes.</p> <p>9 Q. So, it says \$2,500 to head up the first</p> <p>10 column. Does that relate to the standard PPO plan?</p> <p>11 A. Yes.</p> <p>12 Q. The \$4,200 would be the value PPO plan?</p> <p>13 A. Yes.</p> <p>14 Q. The \$4,000 HSA, that shows the premiums</p> <p>15 for the standard HSA high-deductible?</p> <p>16 A. Yes.</p> <p>17 Q. And finally, the \$6,650 HSA shows the</p> <p>18 premiums for the value HSA high-deductible plan,</p> <p>19 right?</p> <p>20 A. Yes.</p> <p>21 Q. G means the -- G is southern?</p> <p>22 A. Yes.</p> <p>23 MR. DORNER: Can we go to Exhibit 21,</p> <p>24 please?</p> <p>25 (Document marked as Exhibit TB-21 for</p>	<p style="text-align: right;">Page 249</p> <p>1 A. Yes.</p> <p>2 Q. To MADA's knowledge, was the price of</p> <p>3 Valsartan, Amlodipine Valsartan, Valsartan HCT, all</p> <p>4 the different varieties, was that generally equivalent</p> <p>5 to other Tier 1 medications for MADA's purposes, for</p> <p>6 what MADA would pay?</p> <p>7 MR. HANSEL: Object to the form,</p> <p>8 foundation.</p> <p>9 THE WITNESS: I have no idea.</p> <p>10 BY MR. DORNER:</p> <p>11 Q. Does MADA have any reason to doubt that</p> <p>12 it would pay roughly the same for a prescription of</p> <p>13 Valsartan as it would for any other Tier 1</p> <p>14 hypertension medication?</p> <p>15 MR. HANSEL: Object to the form.</p> <p>16 THE WITNESS: I really can't address</p> <p>17 that. I have no idea what any of them</p> <p>18 ultimately cost.</p> <p>19 BY MR. DORNER:</p> <p>20 Q. That would be in the hands of Anthem,</p> <p>21 right?</p> <p>22 A. Yes.</p> <p>23 Q. Did all of MADA's plans require</p> <p>24 members, and the timeframe on this question, let's</p> <p>25 call it, 2012 to 2020, did all of MADA's plans require</p>

<p style="text-align: right;">Page 250</p> <p>1 members to fill prescriptions for generic drugs where 2 generic was available? 3 A. One exception would be if the doctor 4 said do not substitute, or whatever the appropriate 5 check-off box on the prescription is, or fill is, 6 whatever that is, I don't remember off the top of my 7 head, there's some designation that the doctor can put 8 that says don't substitute. 9 Q. Understood. 10 A. I believe that would be true, and I 11 think -- well, yes, the answer to your question is 12 yes, with that exception of a doctor designating it. 13 MR. DORNER: Can you pull up Exhibit 3, 14 please? 15 VIDEOGRAPHER: Counsel, there's about 16 10 minutes left on this media unit. 17 BY MR. DORNER: 18 Q. All right. Mr. Brown, I think we're 19 getting to -- I'll tell you I'm getting to the last 20 ten pages of my outline here. I think we're in the 21 homestretch. We're going to need to switch out the 22 videotape to make sure we have enough film, so to 23 speak. Would you like to take a break, or do you want 24 to push on through and let Justin make the videotape 25 switch?</p>	<p style="text-align: right;">Page 252</p> <p>1 A. Yes. 2 MR. DORNER: Can we zoom in on -- I 3 think we might be on the wrong page here. 4 Just a second. I apologize. Page 6, please. 5 There we go. And can we zoom in on Subsection 6 E? 7 BY MR. DORNER: 8 Q. So, question E.1 says, "Describe with 9 particularity when and how you became aware of the 10 presence of nitrosamines in Valsartan products." And 11 MADA's response was, "Without waiving attorney/client 12 privilege, I became aware of the presence of 13 nitrosamines in Valsartan products in the fall of 2018 14 after speaking to the attorney for the Trust." Who is 15 the "I" in that sentence? 16 A. That would be me. 17 Q. And does the Trust refer to MADA? 18 A. Yes. 19 Q. Who is the attorney for the Trust, as 20 referenced in that sentence? 21 A. Preti Flaherty is the attorney -- 22 attorneys' firm for the Trust. 23 Q. And I believe you testified earlier 24 that Preti Flaherty does legal work beyond this case 25 for MADA; is that accurate?</p>
<p style="text-align: right;">Page 251</p> <p>1 A. Let's keep going, please. 2 MR. DORNER: Sure. So, Justin, now 3 would be a good time to switch the media unit. 4 So, let's go off the record, briefly, and 5 allow you to do that. 6 VIDEOGRAPHER: The time is now 3:39. 7 This ends Media Unit Number 5. We're going 8 off the record. 9 (Pause.) 10 MR. DORNER: Nancy, we have a standing 11 order, but I don't believe we have rough 12 transcripts as part of that standing order. 13 We'll take a rough for this one. 14 MS. ANDRAS: Nancy, this is Tiffany for 15 Teva. I'll also take a rough, and we have a 16 standing order for the rest. 17 VIDEOGRAPHER: The time is now 3:43. 18 Back on the record. 19 MR. DORNER: Let's pull up Exhibit 3, 20 please, and specifically to page 5 of this 21 document. 22 BY MR. DORNER: 23 Q. Do you recall this document we looked 24 at earlier Mr. Brown, the Plaintiff Fact Sheet for 25 MADA?</p>	<p style="text-align: right;">Page 253</p> <p>1 A. Yes. 2 Q. Has that been an attorney/client 3 relationship since at least 2012? 4 A. Yes. 5 Q. You used the date of fall of 2018 in 6 this paragraph. Can you provide a more specific date? 7 A. I can't. 8 MR. HANSEL: Object to the form. 9 THE WITNESS: No, I can't. 10 BY MR. DORNER: 11 Q. Let me ask you this, was it closer to 12 Thanksgiving or closer to Labor Day? 13 MR. HANSEL: Object to the form. Asked 14 and answered. 15 BY MR. DORNER: 16 Q. You can answer. 17 A. I don't know. 18 Q. Where were you when you heard of the 19 recall? 20 A. I don't know. I don't recall whether I 21 was in my office or someplace else. 22 Q. Would it have been within the State of 23 Maine? 24 A. Yes. 25 Q. Again, in these sorts of scenarios, I</p>

<p style="text-align: right;">Page 254</p> <p>1 don't want you to divulge the specific contents of any 2 communications you had with your counsel, okay? 3 A. Yes. 4 Q. So, what I really want to know is did 5 you go to Preti with it or did Preti come to you with 6 it? That's all I want to know. 7 MR. HANSEL: Objection. Do not answer 8 that question. Attorney/client privilege. 9 MR. DORNER: I'm not asking for any 10 specific representations, Greg. 11 MR. HANSEL: I object to the question. 12 Do not answer the question. It's privileged. 13 BY MR. DORNER: 14 Q. Did your attorney inform you of this 15 information in the context of MADA seeking legal 16 advice? 17 MR. HANSEL: Objection. Do not answer 18 the question. 19 MR. DORNER: Greg, the foundation for 20 privilege has to be in the context of seeking 21 legal advice. He can answer that without 22 getting into the context of the statement. 23 MR. HANSEL: The question included 24 other material, which was privileged. Do not 25 answer the question as phrased.</p>	<p style="text-align: right;">Page 256</p> <p>1 your counsel? 2 A. Not that I recall. 3 Q. Have you discussed the recall with 4 anyone other than legal counsel? 5 A. Other than the conversation with Ms. 6 Cobb to tell her that our attorneys would be 7 contacting her in regard to Anthem information, no. 8 Q. Let's talk more about that conversation 9 with Ms. Cobb. Did you call her? 10 A. I did, after we were asked to provide 11 information about the claims that might have been paid 12 that included Valsartan. 13 Q. So, you called her. What did you say 14 when she picked up the phone? 15 A. Well, I don't exactly recall, but 16 generally, that we were asked to produce information 17 relative to prescription claims that had been paid on 18 Valsartan, and that our attorneys would be contacting 19 her about the specifics of that request, something to 20 that effect. 21 Q. What did she say back? 22 A. Again, I don't recall the exact 23 conversation, but generally, I'll talk to him, and 24 we'll have to get into a conversation with Express 25 Scripts, because they would have some of that</p>
<p style="text-align: right;">Page 255</p> <p>1 MR. DORNER: I guess I'm stumped with 2 what you mean by other information, Greg. 3 Could you help me out here? 4 MR. HANSEL: You're on your own. 5 MR. DORNER: Well, then, your objection 6 is useless, because other information is vague 7 and meaningless. So, I'm going to ask the 8 question again. 9 BY MR. DORNER: 10 Q. Did whoever your counsel was at Preti 11 Flaherty inform you of the recall in the context of 12 MADA seeking legal advice? 13 MR. HANSEL: Do not answer the 14 question, Mr. Brown. He is asking you a 15 question that assumes that your attorney 16 informed you of certain information, which is, 17 itself, privileged communication. 18 BY MR. DORNER: 19 Q. All right. I'll ask you this, Mr. 20 Brown, the conversation you had, regardless of its 21 contents, was that conversation had in the context of 22 MADA seeking legal advice? 23 A. Yes. 24 Q. See? That's all we need. Was anybody 25 else a party to that conversation, other than you and</p>	<p style="text-align: right;">Page 257</p> <p>1 background data, probably. 2 Q. Is it MADA's understanding, then, that 3 Anthem had to reach out to Express Scripts to get 4 information about its client? 5 A. That's what I took from that 6 conversation, yes. 7 Q. Have you personally discussed the 8 recall with anybody else at MADA? 9 A. No. 10 Q. It hasn't come up in any of your 11 conversations with the other two -- the two women who 12 also work there? 13 A. No. 14 Q. Have you spoken about it with anybody 15 in the Association? 16 A. No. 17 Q. I want to talk a little bit about the 18 post-recall world. We talked earlier about exactly 19 when that was, and I believe we proceeded on the 20 assumption that the recalls began in July of 2018. Do 21 you remember talking about that? 22 A. Yes. 23 Q. I guess if we can carry that assumption 24 forward through these next sets of questions, let's 25 proceed that way. My first question is did MADA</p>

HIGHLY CONFIDENTIAL

<p style="text-align: right;">Page 258</p> <p>1 members, insureds, did they have to pay for their 2 initial replacement medications after the recall? 3 A. I don't know. I would assume there was 4 a co-pay, yes. I don't know. 5 Q. What actions did, not members, but what 6 actions did MADA itself take once it learned about the 7 recall of Valsartan? 8 A. I discussed the matter with our 9 attorneys in our request for information and discussed 10 how prescriptions were handled in our plan, that type 11 of thing. 12 Q. All right. So, the first thing is you 13 said -- well, the first thing you said was talk to an 14 attorney. I don't want to know about that. The 15 second thing you said was a request for information. 16 What request for information are you getting at? 17 A. The information about the benefit 18 programs of the trust offerings, the premium, the 19 information that was requested on the claims data, how 20 the plan worked, that type of thing. 21 Q. Who requested this information? Are 22 you talking about requests from us, from the defense? 23 MR. HANSEL: Objection. I just want to 24 assert the attorney/client privilege. I 25 instruct the witness not to answer any</p>	<p style="text-align: right;">Page 260</p> <p>1 Q. Did MADA advise any of its members to 2 do anything with their Valsartan, if they had any 3 on-hand? 4 A. No. 5 Q. Did it advise its members to do 6 anything at all? 7 A. No. 8 Q. Did MADA attempt to obtain any 9 Valsartan in order to test it? 10 A. No. 11 Q. I didn't think so, but I gotta ask. 12 Did MADA have any Valsartan-containing drugs -- did it 13 pay anybody to test Valsartan-containing drugs? 14 A. No. 15 Q. Is MADA aware of any 16 Valsartan-containing drug testing performed or 17 requested by its legal counsel? 18 A. No. 19 Q. If a test showed that the Valsartan 20 that MADA's members obtained didn't actually contain 21 any impurities or contaminants, would MADA agree that 22 the Valsartan was the value that it paid for it? 23 MR. HANSEL: Objection, calls for 24 speculation. Assumes facts not in evidence. 25 BY MR. DORNER:</p>
<p style="text-align: right;">Page 259</p> <p>1 questions that refer to the content of 2 attorney/client communications. 3 BY MR. DORNER: 4 Q. Okay. Yes, and to be clear, I'm not 5 asking about any conversations you had with your 6 counsel, Mr. Brown. I'm not entitled to that, 7 generally. You had mentioned a request for 8 information, and I'm just wondering the information 9 you just discussed, are you referring to requests that 10 the defendants made of MADA? 11 A. Yes. 12 Q. You also mention a discussion of how 13 prescriptions were handled, is I believe the phrase 14 that you used. Who requested that information? 15 A. Our attorneys. 16 Q. Okay. We can put a stop to that, then. 17 So, other than the request for information from the 18 defendants, the conversations you had with your 19 attorneys in educating them about MADA's structure and 20 its plans, were there any other actions that MADA 21 undertook as a result of the recall? 22 A. No. 23 Q. Did MADA send out any communications to 24 any of its members as a result of the recall? 25 A. No.</p>	<p style="text-align: right;">Page 261</p> <p>1 Q. You can answer. 2 A. Yes. 3 Q. Did Anthem send anything to MADA 4 regarding the recall? 5 A. No. 6 Q. Did MADA have any communications with 7 Anthem about the recall? 8 A. Only the conversation with Ms. Cobb 9 about the claims request. 10 Q. Other than that, literally no other 11 communications about this recall with Anthem? 12 A. That's correct. 13 Q. Did Anthem ever indicate if it was 14 going to seek reimbursement, refunds, or credits for 15 itself for the recalled Valsartan? 16 A. No. 17 Q. Did it ever indicate that it was going 18 to seek refunds, reimbursements, or credit on behalf 19 of MADA? 20 A. No. 21 Q. Now, earlier, really, near the top of 22 the deposition, there was some discussion, and I 23 really can't remember exactly what it is, but there 24 was some discussion of some sort of credit or refund 25 or rebate that MADA has received in connection with</p>

<p style="text-align: right;">Page 262</p> <p>1 Valsartan. Do you remember talking about that?</p> <p>2 A. I remember talking in general terms</p> <p>3 about refunds or credits that we receive from Anthem.</p> <p>4 I don't know whether any of them are related to</p> <p>5 Valsartan or not.</p> <p>6 Q. So, let me just ask, has MADA received</p> <p>7 any refunds, reimbursements, or credits for the</p> <p>8 Valsartan it alleges -- the recalled Valsartan it</p> <p>9 alleges it paid money for?</p> <p>10 A. I don't know. I don't know what the --</p> <p>11 how the credits were calculated or what went into</p> <p>12 them.</p> <p>13 Q. When were those credits paid? When</p> <p>14 were they first paid?</p> <p>15 A. I can't remember, without going back</p> <p>16 and trying to figure it out.</p> <p>17 Q. Was it -- and again, I'm not asking for</p> <p>18 a specific date here. I'm just trying to get a range.</p> <p>19 Was it more than five years ago or less than five</p> <p>20 years ago?</p> <p>21 A. I guess if I had to give a date, I</p> <p>22 don't really know, but somewhere around five years,</p> <p>23 give or take, sounds about right.</p> <p>24 Q. Did the credits that you're referring</p> <p>25 to, did they increase more than what they had been</p>	<p style="text-align: right;">Page 264</p> <p>1 MADA? And again, we're talking about Anthem's PBM</p> <p>2 here.</p> <p>3 A. No.</p> <p>4 Q. Did MADA ever ask Anthem to pursue</p> <p>5 reimbursements, refunds, or credit on MADA's behalf</p> <p>6 for the recalled Valsartan?</p> <p>7 A. No.</p> <p>8 Q. Why not?</p> <p>9 A. I guess the answer to that would be I</p> <p>10 didn't approach it that way. The presumption was, on</p> <p>11 my part, individually, was this activity is going to</p> <p>12 deal with that.</p> <p>13 Q. You're referring to the lawsuit?</p> <p>14 A. Yes.</p> <p>15 Q. Does Anthem typically pursue -- let me</p> <p>16 ask it this way: Has Anthem pursued lawsuits for</p> <p>17 other drug recalls in the past?</p> <p>18 MR. HANSEL: Object to the foundation.</p> <p>19 THE WITNESS: I don't know.</p> <p>20 BY MR. DORNER:</p> <p>21 Q. Since you have been the president of</p> <p>22 MADA, has MADA pursued any lawsuits resulting out of</p> <p>23 drug recalls in the past?</p> <p>24 A. No.</p> <p>25 Q. Did MADA ever ask Anthem's PBM, as</p>
<p style="text-align: right;">Page 263</p> <p>1 following -- let me back up. Strike that. If MADA</p> <p>2 had been receiving credits before the recall, did the</p> <p>3 amount of those credits increase after the recall</p> <p>4 happened in 2018?</p> <p>5 A. Over time, the credits, rebates,</p> <p>6 whatever, had increased, generally, so I can't apply</p> <p>7 it to any specific event.</p> <p>8 Q. But they have increased since the</p> <p>9 recall?</p> <p>10 A. Yes. In part, because we have a better</p> <p>11 arrangement.</p> <p>12 Q. And MADA doesn't know whether or not</p> <p>13 there's a connection between those credits increasing</p> <p>14 and the recall; is that accurate?</p> <p>15 A. Yes.</p> <p>16 Q. To MADA's knowledge, did Anthem ever</p> <p>17 pursue reimbursement, refunds, or credit for the</p> <p>18 recalled Valsartan?</p> <p>19 A. Not to my knowledge.</p> <p>20 Q. Did Anthem's PBM ever indicate that it</p> <p>21 was going to seek reimbursement, refunds, or credit</p> <p>22 for itself for the recalled Valsartan?</p> <p>23 A. No.</p> <p>24 Q. Did it ever indicate it was going to</p> <p>25 seek reimbursement, refunds, or credit on behalf of</p>	<p style="text-align: right;">Page 265</p> <p>1 opposed to Anthem, to pursue reimbursements, refunds,</p> <p>2 or credit on MADA's behalf for the recall of</p> <p>3 Valsartan?</p> <p>4 A. No.</p> <p>5 Q. Is that for the same reason that you</p> <p>6 gave why you didn't ask Anthem?</p> <p>7 A. Yes.</p> <p>8 Q. Did MADA ever, on its own, seek</p> <p>9 reimbursement, refunds, or credits for itself for the</p> <p>10 recall of Valsartan that it allegedly paid for?</p> <p>11 A. No.</p> <p>12 Q. Did MADA make any claims to any</p> <p>13 insurance to recover anything for the Valsartan it</p> <p>14 claims to have paid for?</p> <p>15 A. No.</p> <p>16 Q. Did MADA ever review any statements</p> <p>17 from any manufacturers of Valsartan-containing drugs</p> <p>18 regarding the recall?</p> <p>19 A. No.</p> <p>20 Q. Did it ever review any statements from</p> <p>21 any wholesalers of Valsartan regarding the recall?</p> <p>22 A. No.</p> <p>23 Q. Did it review any statements from any</p> <p>24 repackagers or relabelers about the recall?</p> <p>25 A. No.</p>

<p style="text-align: right;">Page 266</p> <p>1 Q. Before filing this lawsuit, did MADA</p> <p>2 review any statements or publications from the FDA</p> <p>3 regarding the recall?</p> <p>4 A. No.</p> <p>5 Q. Did MADA ever investigate, not</p> <p>6 necessarily request, but just investigate whether</p> <p>7 reimbursements, refunds, or credits would be available</p> <p>8 to it for the recall of Valsartan that it claims to</p> <p>9 have paid for?</p> <p>10 A. No.</p> <p>11 Q. Why not?</p> <p>12 A. I never thought of that, to be honest.</p> <p>13 Q. What is MADA's knowledge with respect</p> <p>14 to its members' responses to the recall? In other</p> <p>15 words, what does MADA know about what its members did</p> <p>16 when they found out about it?</p> <p>17 A. We don't know anything.</p> <p>18 Q. Did MADA ever attempt to determine</p> <p>19 whether or not members disposed of any Valsartan they</p> <p>20 had on-hand?</p> <p>21 A. No.</p> <p>22 Q. Did it attempt to determine whether any</p> <p>23 members kept consuming their Valsartan after finding</p> <p>24 out about the recall?</p> <p>25 A. No.</p>	<p style="text-align: right;">Page 268</p> <p>1 allegedly reimbursed for recalled Valsartan and the</p> <p>2 amounts that MADA allegedly reimbursed for substitute</p> <p>3 medications, is MADA claiming any other damages in</p> <p>4 this litigation?</p> <p>5 MR. HANSEL: Excuse me. Objection.</p> <p>6 Asked and answered multiple times, and this</p> <p>7 gets into the realm of expert testimony.</p> <p>8 Also, it calls for a legal conclusion.</p> <p>9 BY MR. DORNER:</p> <p>10 Q. You can respond.</p> <p>11 A. Can you -- I'm sorry, but can you</p> <p>12 repeat that?</p> <p>13 MR. DORNER: Sure. And Greg, I</p> <p>14 understand your objection. We can count it</p> <p>15 forward to when I re-read this question.</p> <p>16 BY MR. DORNER:</p> <p>17 Q. Other than the amounts that MADA</p> <p>18 allegedly reimbursed for recalled Valsartan, and the</p> <p>19 amounts that MADA allegedly reimbursed for substitute</p> <p>20 blood pressure medications, is MADA claiming any other</p> <p>21 damages in this litigation?</p> <p>22 A. No.</p> <p>23 MR. HANSEL: Object to the form.</p> <p>24 BY MR. DORNER:</p> <p>25 Q. Does MADA have any knowledge with</p>
<p style="text-align: right;">Page 267</p> <p>1 Q. Did MADA attempt to determine how much,</p> <p>2 if any, Valsartan was left over in the hands of each</p> <p>3 member who obtained it?</p> <p>4 MR. HANSEL: You've already covered</p> <p>5 this material.</p> <p>6 MR. DORNER: Greg, are you objecting or</p> <p>7 not?</p> <p>8 MR. HANSEL: You have covered this. I</p> <p>9 object, asked and answered.</p> <p>10 MR. DORNER: Thanks.</p> <p>11 BY MR. DORNER:</p> <p>12 Q. Can you answer the question, please,</p> <p>13 sir?</p> <p>14 A. No.</p> <p>15 Q. Did MADA attempt to determine whether</p> <p>16 any of its members sought or obtained refunds for</p> <p>17 purchases of Valsartan-containing drugs?</p> <p>18 A. No.</p> <p>19 Q. Did MADA incur any -- let me back up</p> <p>20 here. Other than the alleged costs to acquire, or I</p> <p>21 guess reimburse for some substitute medications, did</p> <p>22 MADA incur any costs as a result of the recall of</p> <p>23 Valsartan?</p> <p>24 A. No.</p> <p>25 Q. Other than the amounts that MADA</p>	<p style="text-align: right;">Page 269</p> <p>1 respect to preventative care costs that its members</p> <p>2 have incurred as a result of the recall?</p> <p>3 A. Preventative, excuse me, what came</p> <p>4 after that?</p> <p>5 Q. Sure, preventative care.</p> <p>6 A. Preventative care, C-A-R-E?</p> <p>7 Q. Yes, sir.</p> <p>8 A. No.</p> <p>9 Q. So, MADA is not claiming any</p> <p>10 preventative care costs, then, right?</p> <p>11 MR. HANSEL: Object to the form.</p> <p>12 MR. DORNER: Greg, I can give you a</p> <p>13 standing on these next four questions, if you</p> <p>14 want.</p> <p>15 MR. HANSEL: No, thanks. I'll just</p> <p>16 make them.</p> <p>17 MR. DORNER: Great.</p> <p>18 BY MR. DORNER:</p> <p>19 Q. Is MADA claiming any preventative care</p> <p>20 costs?</p> <p>21 MR. HANSEL: Object to the form.</p> <p>22 THE WITNESS: No.</p> <p>23 BY MR. DORNER:</p> <p>24 Q. Is it claiming any future medical costs</p> <p>25 that it would have to reimburse for members?</p>

<p style="text-align: right;">Page 270</p> <p>1 MR. HANSEL: Object to the form.</p> <p>2 THE WITNESS: No.</p> <p>3 BY MR. DORNER:</p> <p>4 Q. Is it claiming any administrative costs</p> <p>5 associated with any actions taken as a result of the</p> <p>6 recall?</p> <p>7 MR. HANSEL: Object to the form.</p> <p>8 THE WITNESS: No.</p> <p>9 BY MR. DORNER:</p> <p>10 Q. Is it claiming any indirect or overhead</p> <p>11 costs as a result of the recall?</p> <p>12 MR. HANSEL: Object to the form.</p> <p>13 THE WITNESS: No.</p> <p>14 VIDEOGRAPHER: Counsel, do you still</p> <p>15 need this exhibit up?</p> <p>16 MR. DORNER: I do not.</p> <p>17 BY MR. DORNER:</p> <p>18 Q. I believe you testified earlier, but my</p> <p>19 notes are really bad, hard to read, that MADA is not</p> <p>20 seeking injunctive relief. Am I recalling your</p> <p>21 testimony correctly?</p> <p>22 MR. HANSEL: Object to the form. Calls</p> <p>23 for a legal conclusion.</p> <p>24 THE WITNESS: You're correct.</p> <p>25 MR. DORNER: Thank you. Can we pull up</p>	<p style="text-align: right;">Page 272</p> <p>1 A. After 11 -- I don't remember the dates</p> <p>2 on when we were asked to produce it, but we went</p> <p>3 through our files to try to find the information that</p> <p>4 was requested.</p> <p>5 Q. Was that before or after November 17,</p> <p>6 2020?</p> <p>7 A. Well, presumably after, given -- but I</p> <p>8 don't remember, to be honest.</p> <p>9 Q. And I'll represent to you that in part</p> <p>10 of your Plaintiff Fact Sheet there were also document</p> <p>11 requests associated with that. I'm not trying to put</p> <p>12 words in your mouth, but the search that you mentioned</p> <p>13 that you undertook, was that in response to the</p> <p>14 Plaintiff Fact Sheet?</p> <p>15 A. I don't remember which it was in</p> <p>16 response to. We were asked to go find pieces of</p> <p>17 certain information which we tried to find.</p> <p>18 MR. DORNER: I'll just say this as a</p> <p>19 request on the record. To the extent that the</p> <p>20 search and response was to something other</p> <p>21 than these document requests, I'd ask that</p> <p>22 they be reviewed and responded to with a full</p> <p>23 production, to the extent a search hasn't been</p> <p>24 undertaken. I know we got -- well, actually,</p> <p>25 let's go to Exhibit 23.</p>
<p style="text-align: right;">Page 271</p> <p>1 Exhibit 22, please? And can we go to, this</p> <p>2 will be, page 37 of the pdf. There will be no</p> <p>3 Bates number on this.</p> <p>4 (Document marked as Exhibit TB-22 for</p> <p>5 identification.)</p> <p>6 BY MR. DORNER:</p> <p>7 Q. Mr. Brown, do you recognize this</p> <p>8 document?</p> <p>9 A. I think that was the request for</p> <p>10 certain pieces of information about our operation.</p> <p>11 Q. And I'll represent to you that as it</p> <p>12 says on the document, this is the Defendants' First</p> <p>13 Set of Requests for the Production of Documents to</p> <p>14 Economic Loss Class Action Plaintiff Third-Party Payor</p> <p>15 Class Representative. And specifically, this is a</p> <p>16 request of the defendants directed toward MADA. Do</p> <p>17 you understand what I mean?</p> <p>18 A. Yes.</p> <p>19 Q. Now, if you look at the top, in the</p> <p>20 blue text, it says this was filed on 11-17, 2020. Do</p> <p>21 you see that?</p> <p>22 A. Yes, I do.</p> <p>23 Q. So, at any point on November 17, 2020,</p> <p>24 or after, did MADA conduct a search for any documents</p> <p>25 in its files related to this case?</p>	<p style="text-align: right;">Page 273</p> <p>1 (Request noted for the record.)</p> <p>2 (Document marked as Exhibit TB-23 for</p> <p>3 identification.)</p> <p>4 BY MR. DORNER:</p> <p>5 Q. Mr. Brown, have you seen this document</p> <p>6 before?</p> <p>7 A. Well, presumably, I have reviewed it,</p> <p>8 because it looks like I provided some information to</p> <p>9 our attorneys.</p> <p>10 Q. Okay. What about the first page of</p> <p>11 this document makes you -- clues you in as to that?</p> <p>12 A. Well, the attorneys -- to respond to a</p> <p>13 request, they would have had to ask us for</p> <p>14 information.</p> <p>15 Q. Okay. I'm sorry, I didn't mean to</p> <p>16 interrupt you.</p> <p>17 MR. DORNER: Can we go to page 3, then.</p> <p>18 BY MR. DORNER:</p> <p>19 Q. As you can see at the top, it says</p> <p>20 Request For Production Number 1?</p> <p>21 A. Yes.</p> <p>22 MR. DORNER: Can we zoom in on the</p> <p>23 request and the response, please? Super.</p> <p>24 BY MR. DORNER:</p> <p>25 Q. And this is basically seeking MADA's --</p>

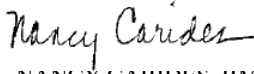
<p style="text-align: right;">Page 274</p> <p>1 excuse me. So, the request is seeking any documents 2 reflecting notice other than communications before 3 this litigation started that MADA gave to any 4 defendants notice of any breach of warranty, 5 amendments, modifications, et cetera. There are two. 6 The response states that MADA made a diligent search 7 for documents responsive to Defendant's Request No. 1 8 and was unable to find any documents responsive to 9 this request. Do you recall searching for documents 10 at any point regarding warranties that any defendants 11 made? 12 A. Any warranties that the defendants 13 made? We wouldn't have been aware of any warranties, 14 if there were any. 15 MR. DORNER: Let me go to and blow up 16 request number 2, please. 17 BY MR. DORNER: 18 Q. So, this request is, essentially, as 19 you can see here, it's calling for plan documents, 20 insurance policies, schedules of benefits, things of 21 that nature. And the response to it that I want to 22 focus in on says, "MADA states that it will commence 23 its production of documents responsive to Defendant's 24 Request No. 2 on December 17, 2020." And then it 25 says, "MADA will continue to search for any additional</p>	<p style="text-align: right;">Page 276</p> <p>1 MR. DORNER: We can take this exhibit 2 down. 3 BY MR. DORNER: 4 Q. I think earlier on today you testified 5 that MADA had been -- well, you testified that you had 6 been deposed before, right? 7 A. Yes. 8 Q. Has MADA ever been a party to a lawsuit 9 other than this one before? 10 A. Not to my knowledge. 11 Q. Since you were the president of MADA, 12 has it been involved in any lawsuits, either as a 13 plaintiff or a defendant? 14 A. No. 15 Q. Does MADA understand it's filed a 16 claim, this claim, as a class action lawsuit? 17 A. Yes. 18 Q. Based on your testimony that MADA has 19 not been a party to a lawsuit, at least during your 20 tenure, it would also be accurate to say MADA has 21 never been a class action representative before, 22 right? 23 A. Correct. 24 Q. Has MADA ever been a member of a class 25 action -- of a class, in a class action before?</p>
<p style="text-align: right;">Page 275</p> <p>1 responsive documents in its possession, and if it 2 finds any such documents, will produce them on a 3 rolling basis." My question to you is after December 4 17, 2020, did you or anybody at MADA continue to 5 search for additional responsive documents? 6 A. I would have continued to look in our 7 files as I went through them to see if anything came 8 up that I thought would have been applicable. 9 Q. And that was after December 17 of 2020? 10 A. It's a continuous thing. 11 MR. DORNER: If we look at the next 12 page, page 4, and let's blow up request 4 at 13 the top, please. 14 BY MR. DORNER: 15 Q. I'm not having you go through the whole 16 darn thing. I'll just note in the response it, again, 17 says, "MADA will continue to search for any additional 18 responsive documents." Let me shorten this and ask 19 wherever that's written in these response, is it your 20 testimony that there's a continuous effort within your 21 office to continue to look for additional responsive 22 documents? 23 A. Yes. 24 Q. Now, I don't believe anything -- strike 25 that.</p>	<p style="text-align: right;">Page 277</p> <p>1 MR. HANSEL: Objection, foundation. 2 THE WITNESS: Not to my knowledge. 3 BY MR. DORNER: 4 Q. MADA, I understand, is proposed to be a 5 class representative in this case, right? 6 A. Yes. 7 Q. What does MADA understand its duties 8 are as a class representative? 9 A. To represent the operations of other 10 people who are third-party administrators of medical 11 plans, and to work with our attorneys and try and 12 understand what's going on, and answer the questions 13 that are posed to us. 14 Q. Are there any other duties that you 15 believe MADA is subject to as a class representative, 16 proposed class representative? 17 A. I thought that, generally, covered it. 18 Q. All right. Good enough. What has MADA 19 done to fulfill its duties? 20 A. Met with our attorneys to review our 21 obligations, to try to understand the developments in 22 the case, to review some documents, obviously not all, 23 and generally, describe to the attorneys how, at 24 least, our approach to third-party administration 25 works.</p>

<p style="text-align: right;">Page 278</p> <p>1 Q. Is MADA responsible for paying any 2 costs in this case? 3 A. No. 4 Q. Has MADA entered into any litigation 5 findings in this case? 6 A. No. 7 Q. Has any entity assigned its claims with 8 respect to Valsartan to MADA? 9 A. No. 10 Q. Other than, and I don't want to know 11 about any arrangements you have with your attorneys, 12 but other than any possible arrangements with them, 13 does MADA have to share any recovery with anybody in 14 this case? 15 A. No. 16 Q. Does MADA understand that it just 17 proposed -- let me back up. 18 MR. DORNER: Can we pull up Exhibit 4 19 real fast? And let's go to paragraphs 605 and 20 606. I'll try and get you a page number. 21 Page 166 of the pdf, page 162 on the bottom. 22 BY MR. DORNER: 23 Q. We looked at this document earlier. 24 This is the Third Amended Proposed Complaint for MADA. 25 Do you recall looking at this document, sir?</p>	<p style="text-align: right;">Page 280</p> <p>1 Ingredient, Finished Dose, Wholesaler, Or 2 Repackager/Relabeler Defendant. Is that accurate? 3 A. Yes. 4 Q. Within these definitions that MADA has 5 proposed, does MADA intend to include governmental 6 entities that may be third-party payors in its class? 7 MR. HANSEL: Object to the form. 8 You're not showing him the whole document. 9 BY MR. DORNER: 10 Q. You can answer. 11 MR. HANSEL: I would request the 12 witness be given an opportunity to read the 13 paragraphs that follow, unless you're trying 14 to prevent him from seeing a document that in 15 a normal in-person deposition he would be free 16 to flip through at his leisure. Object to the 17 form. 18 MR. DORNER: That's fine. Let's go off 19 the record. He can review whatever paragraphs 20 he wants. 21 VIDEOGRAPHER: The time is 4:23. This 22 is the end of Media Unit Number 6. We are 23 going off the record. 24 (Discussion held off the record.) 25 VIDEOGRAPHER: The time is now 4:26.</p>
<p style="text-align: right;">Page 279</p> <p>1 A. I remember seeing the beginnings of it, 2 yes. 3 Q. Right. Does MADA understand that it 4 has proposed a class of plaintiffs with two 5 subclasses? 6 A. Yes. 7 MR. DORNER: So, let's go ahead and 8 blow up 605 and 606, Justin. 9 BY MR. DORNER: 10 Q. So, the class that MADA has proposed 11 is, "All individuals and entities in the United States 12 and its territories and possessions who, since at 13 least January 1, 2012 to the present, paid any amount 14 of money for a Valsartan-containing drug (intended for 15 personal or household use) that was manufactured, 16 distributed, or sold by any Defendant." Is that 17 MADA's understanding of the class that's proposed? 18 A. Yes. 19 Q. The subclass I think that relates to 20 MADA is, "All TPPs in the United States and its 21 territories and possessions that, since at least 22 January 1, 2012 to the present, paid any amount of 23 money for a Valsartan-containing drug (intended for 24 personal or household use) that was manufactured, 25 distributed, or sold by any Active Pharmaceutical</p>	<p style="text-align: right;">Page 281</p> <p>1 This begins Media Unit Number 7. We're back 2 on the record. 3 BY MR. DORNER: 4 Q. Mr. Brown, have you had an adequate 5 opportunity to familiarize yourself with the class 6 allegations in Exhibit 4? 7 A. I reviewed the subsequent paragraphs, 8 or couple pages, yes. 9 Q. Does MADA intend to include 10 governmental entities in its class? 11 MR. HANSEL: Objection, calls for a 12 legal conclusion. 13 THE WITNESS: The paragraphs would seem 14 to apply to any individuals in various states 15 in whatever arrangement they were in. 16 BY MR. DORNER: 17 Q. Let me ask you this -- sorry, I didn't 18 mean to interrupt. 19 A. I'm done. 20 Q. So, let me ask you a question. Let's 21 say somebody is on Medicare, like we were talking 22 about earlier, maybe that person contributes some to 23 their prescription cost for Valsartan, and Medicare 24 contributes some for that cost of Valsartan. Would 25 Medicare be included within the class of third-party</p>

<p style="text-align: right;">Page 282</p> <p>1 payors under -- let me back up. Is MADA intending to 2 include Medicare in its proposed class definition? 3 MR. HANSEL: Object to the form. Calls 4 for a legal conclusion. 5 BY MR. DORNER: 6 Q. You can answer. 7 A. With respect to Medicare, I would say 8 Medicare is probably big enough to take care of 9 themselves. 10 Q. And I don't disagree with you there, 11 but in terms of whether or not they are included in 12 that proposed class definition, that's what I'm 13 looking for, is MADA proposing to include a 14 governmental entity like Medicare or a State Medicaid 15 plan? 16 MR. HANSEL: Object to form. Calls for 17 a legal conclusion. 18 THE WITNESS: The only answer I can 19 give you is that's something that I'd have to 20 refer to our attorneys. 21 BY MR. DORNER: 22 Q. And I understand that that's an answer 23 you want to give. I can't depose Mr. Hansel. I can't 24 depose any of them. I can only depose you, and you're 25 the designated representative of MADA. So, can you</p>	<p style="text-align: right;">Page 284</p> <p>1 insured in its proposed class? 2 MR. HANSEL: Object to the form. Calls 3 for a legal conclusion. 4 THE WITNESS: That's not the way I 5 understand fully-insured plans. 6 BY MR. DORNER: 7 Q. So, the answer is no, you do not intend 8 to include those in the class? 9 MR. HANSEL: Object to the form. 10 THE WITNESS: No. They would be, since 11 they're fully insured, they would be an 12 insurer in the picture. 13 BY MR. DORNER: 14 Q. Okay. And I guess I'm just trying to 15 figure out, we looked at the class definitions. Let's 16 say MADA was a fully-insured plan, okay, rather than a 17 self-funded plan -- 18 A. Yes. 19 Q. -- would MADA be within the class of 20 TPPs that is proposed in this case? 21 A. The Trust would not be. 22 MR. HANSEL: Object to the form. I 23 would note that Defense Counsel has not shown 24 the witness the definition of TPPs that is 25 incorporated in the complaint and is also in</p>
<p style="text-align: right;">Page 283</p> <p>1 answer my question whether MADA intends to include a 2 governmental entity like Medicare in its TPP class? 3 MR. HANSEL: Objection. He has 4 answered the question. 5 MR. DORNER: He has not answered the 6 question, Greg. 7 MR. HANSEL: Don't interrupt me. It 8 calls for a legal conclusion, and he has 9 stated he would need to ask his attorneys. 10 Just because you don't like the answer doesn't 11 mean you can get the answer you want. So, I 12 object to the question, the form of the 13 question. 14 BY MR. DORNER: 15 Q. Could you answer it, Mr. Brown? 16 A. I guess I would say that governmental 17 entities, to the extent they included local 18 municipalities, the answer would be yes. 19 Q. Does MADA have an understanding -- not 20 MADA. Do you, personally, have an understanding of 21 what a fully-insured group health plan is? 22 A. Yes. 23 Q. Does MADA intend to include a fully -- 24 back up. Does MADA intend to include 25 employer-sponsored group health plans that are fully</p>	<p style="text-align: right;">Page 285</p> <p>1 the class definition. And if you're going to 2 continue this line of questioning about legal 3 conclusions, I would suggest that the witness 4 be given an opportunity to look at the way 5 TPPs is defined in the complaint. 6 BY MR. DORNER: 7 Q. Mr. Brown, are you familiar with an 8 entity known as MSP Recovery? 9 A. No. 10 Q. Is it accurate to say that no one at 11 MADA has ever knowingly communicated with anybody at 12 MSP Recovery? 13 A. Yes. 14 MR. DORNER: I'll pass the witness. 15 MR. HANSEL: Do any other defendants 16 have any questions for the witness? 17 MR. DORNER: Let's give it 30 seconds 18 here, because I know some people need some 19 time to gather their thoughts. It can be an 20 abrupt end, especially with me. 21 (Pause.) 22 MR. DORNER: No other questions from 23 the defense? 24 MR. HANSEL: Okay. 25 BY MR. HANSEL:</p>

<p style="text-align: right;">Page 286</p> <p>1 Q. Mr. Brown, as you know, I'm Greg 2 Hansel, your counsel from Preti Flaherty, and I'm one 3 of the attorneys for the plaintiffs. I have a few 4 questions for you. 5 MR. HANSEL: I'd like to ask Justin to 6 please put up Exhibit 4. Thank you. 7 BY MR. HANSEL: 8 Q. Mr. Brown, do you remember seeing this 9 exhibit today earlier in your deposition? 10 A. Yes. 11 Q. Did you testify earlier that you didn't 12 know the names of all the defendants, but you believed 13 they were included in the complaint? 14 A. Yes. 15 MR. DORNER: Objection to 16 mischaracterization. 17 BY MR. HANSEL: 18 Q. Is it true, Mr. Brown, that you don't 19 know the names of all of the defendants, but you 20 understand that they are included in the complaint? 21 MR. DORNER: Objection, leading. 22 MR. HANSEL: This is cross examination. 23 MR. DORNER: This is direct 24 examination. It's leading. 25 BY MR. HANSEL:</p>	<p style="text-align: right;">Page 288</p> <p>1 BY MR. HANSEL: 2 Q. You may answer. 3 A. Yes, Repackager and Relabeler are 4 listed. 5 MR. HANSEL: If Justin could please 6 turn to page 166 of the document -- of the 7 pdf. I'm sorry, please go to the end of the 8 document, and go up one page, and another 9 page. 10 BY MR. HANSEL: 11 Q. Mr. Brown, do you see the section 12 entitled Prayer For Relief? 13 A. Yes. 14 Q. I direct your attention to paragraph D. 15 Do you see that? 16 A. I do. 17 Q. Does that refresh your recollection 18 that Plaintiffs are seeking injunctive relief? 19 A. Yes, that's what -- 20 MR. DORNER: Objection, leading. 21 THE WITNESS: That is what it says. 22 BY MR. HANSEL: 23 Q. Thank you. Mr. Brown, I'd like to talk 24 about your understanding of which Valsartan is the 25 subject of this lawsuit. Do you remember when Mr.</p>
<p style="text-align: right;">Page 287</p> <p>1 Q. Mr. Brown, is that correct? 2 MR. DORNER: Objection, vague, leading. 3 THE WITNESS: Yes. 4 MR. HANSEL: If Justin could please 5 turn to the second page of the complaint. 6 BY MR. HANSEL: 7 Q. Mr. Brown, in this Proposed Third 8 Amended Economic Loss Class Action Complaint, as you 9 can see, there is a list of families of defendants on 10 the second page in the table of contents, and I would 11 ask you to take a moment to review that, and let me 12 know after you've had a chance to look it over. 13 A. Okay. 14 Q. Does that page refresh your 15 recollection that Teva is one of the families of 16 defendants in the case? 17 A. Yes, they are listed. 18 Q. And does this refresh your recollection 19 that there's a category of defendants called the 20 Wholesaler Defendants? 21 A. Yes. 22 Q. Does this refresh your recollection 23 that there's a category of defendants called 24 Repackager and Relabeler Defendants? 25 MR. DORNER: Objection, leading.</p>	<p style="text-align: right;">Page 289</p> <p>1 Dorner asked you a number of questions about recalled 2 Valsartan? 3 A. Yes. 4 MR. HANSEL: I would ask Justin to 5 please go back up to page 166 in the document. 6 And if you could blow up the second part of 7 paragraph 606. 8 BY MR. HANSEL: 9 Q. Please take a moment to review that, 10 Mr. Brown. 11 A. (Witness complies.) Okay. 12 Q. You testified earlier that that 13 subclass definition of a proposed TPP subclass matched 14 with your understanding; is that correct? 15 MR. DORNER: Objection, leading. 16 THE WITNESS: Yes. 17 BY MR. HANSEL: 18 Q. Does that definition match with your 19 understanding? 20 A. Yes. 21 Q. Do you have an understanding that even 22 before the FDA issued a recall of Valsartan, that for 23 some period before that Valsartan had been 24 contaminated? 25 MR. DORNER: Objection, leading.</p>

<p style="text-align: right;">Page 290</p> <p>1 THE WITNESS: Yes.</p> <p>2 BY MR. HANSEL:</p> <p>3 Q. If Valsartan was contaminated with a</p> <p>4 carcinogen, should it have been sold to consumers and</p> <p>5 billed to third-party payors, such as MADA?</p> <p>6 MR. DORNER: Objection, form.</p> <p>7 Objection, foundation. Objection, expert</p> <p>8 testimony. Objection, argumentative. You can</p> <p>9 answer.</p> <p>10 THE WITNESS: I'm certain that people,</p> <p>11 had they known that there was a potential</p> <p>12 cancer-causing agent in there, they wouldn't</p> <p>13 want it, so therefore, people wouldn't have</p> <p>14 wanted to pay for it.</p> <p>15 BY MR. HANSEL:</p> <p>16 Q. Does that include third-party payors,</p> <p>17 such as MADA, if they had known?</p> <p>18 A. Yes.</p> <p>19 Q. Is that true even if that Valsartan</p> <p>20 preceded the temporal scope of the FDA recall, if it</p> <p>21 were contaminated?</p> <p>22 MR. DORNER: Objection, vague. You can</p> <p>23 answer.</p> <p>24 THE WITNESS: Yes.</p> <p>25 BY MR. HANSEL:</p>	<p style="text-align: right;">Page 292</p> <p>1 the recall, would you agree they're worthless?</p> <p>2 MR. DORNER: Objection, leading.</p> <p>3 THE WITNESS: If they were recalled,</p> <p>4 presumably, they were not effective and should</p> <p>5 not have been taken by the individuals.</p> <p>6 BY MR. HANSEL:</p> <p>7 Q. Even Valsartan that was before the time</p> <p>8 of the recall, if it were contaminated with a</p> <p>9 carcinogen, would you characterize it as worthless?</p> <p>10 MR. DORNER: Objection, leading.</p> <p>11 THE WITNESS: Yes.</p> <p>12 MR. HANSEL: Thank you, Mr. Brown. I</p> <p>13 have no further questions.</p> <p>14 MR. DORNER: I have questions.</p> <p>15 BY MR. DORNER:</p> <p>16 Q. Mr. Brown, if MADA hadn't reimbursed</p> <p>17 for Valsartan, say had it known of any alleged</p> <p>18 contamination or impurities, it would have had to have</p> <p>19 purchased other blood pressure medications on behalf</p> <p>20 of its members who needed blood pressure medications,</p> <p>21 right?</p> <p>22 A. Yes.</p> <p>23 Q. Can you describe for me the injunctive</p> <p>24 relief that MADA wants in this case?</p> <p>25 MR. HANSEL: Objection, calls for a</p>
<p style="text-align: right;">Page 291</p> <p>1 Q. Would you say that you have an educated</p> <p>2 layperson's businessperson's understanding of the</p> <p>3 legal claims being asserted on behalf of MADA and the</p> <p>4 proposed class?</p> <p>5 A. Certainly a layperson businessperson's</p> <p>6 perspective, yes.</p> <p>7 Q. You're very humble. So, when you</p> <p>8 testified earlier about the scope of the damages that</p> <p>9 the plaintiffs are seeking in the case, are you</p> <p>10 relying on your lawyers for the technical parts of</p> <p>11 that?</p> <p>12 MR. DORNER: Objection, leading.</p> <p>13 THE WITNESS: Yes.</p> <p>14 BY MR. HANSEL:</p> <p>15 Q. Just because you identified certain</p> <p>16 prescriptions in the complaint that MADA paid for for</p> <p>17 Valsartan subject to the recall, that doesn't mean</p> <p>18 that MADA is limiting the damages it is seeking in</p> <p>19 this lawsuit to those examples, does it?</p> <p>20 MR. DORNER: Objection,</p> <p>21 mischaracterizes. Objection, leading. You</p> <p>22 can answer.</p> <p>23 THE WITNESS: It does not limit, no.</p> <p>24 BY MR. HANSEL:</p> <p>25 Q. If drugs were contaminated even before</p>	<p style="text-align: right;">Page 293</p> <p>1 legal conclusion.</p> <p>2 THE WITNESS: From my perspective, what</p> <p>3 injunctive means is to stop doing the process</p> <p>4 that caused the contamination.</p> <p>5 BY MR. DORNER:</p> <p>6 Q. Okay. Is that the relief that MADA is</p> <p>7 requesting in this case?</p> <p>8 MR. HANSEL: Objection. Calls for a</p> <p>9 legal conclusion.</p> <p>10 THE WITNESS: It's the relief that the</p> <p>11 Trust, that I understand, from the Trust's</p> <p>12 perspective, yes.</p> <p>13 BY MR. DORNER:</p> <p>14 Q. If all of the defendants against whom</p> <p>15 you seek injunctive relief have already taken steps</p> <p>16 to, I believe as you put it, stop doing what they were</p> <p>17 doing, essentially, would MADA want any more</p> <p>18 injunctive relief beyond that?</p> <p>19 MR. HANSEL: It calls for a legal</p> <p>20 conclusion. Objection.</p> <p>21 BY MR. DORNER:</p> <p>22 Q. You can answer.</p> <p>23 A. From my perspective, as long as it</p> <p>24 continued to not create potential problems, that would</p> <p>25 be the injunctive relief.</p>

<p style="text-align: right;">Page 294</p> <p>1 Q. Opposing Counsel asked you about the</p> <p>2 amount -- about the years of the Valsartan, when it</p> <p>3 was produced, that's at issue, and I believe we walked</p> <p>4 through an exhibit earlier, Exhibit 10, that had some</p> <p>5 dates on there. MADA has not produced any</p> <p>6 documentation showing that it reimbursed any allegedly</p> <p>7 impure Valsartan from before, I think it was, April 4,</p> <p>8 2015, has it?</p> <p>9 MR. HANSEL: Object to the form.</p> <p>10 THE WITNESS: Not that I am aware. I</p> <p>11 don't know. Anthem produced all that</p> <p>12 information.</p> <p>13 BY MR. DORNER:</p> <p>14 Q. MADA doesn't know, itself, the date</p> <p>15 ranges of any Valsartan that was allegedly</p> <p>16 contaminated, does it?</p> <p>17 A. No.</p> <p>18 Q. To the extent MADA seeks to expand the</p> <p>19 scope of Valsartan-containing drugs at issue, is it</p> <p>20 going to produce documentation in order to</p> <p>21 substantiate that?</p> <p>22 MR. HANSEL: Objection. Object to the</p> <p>23 form.</p> <p>24 BY MR. DORNER:</p> <p>25 Q. You can answer.</p>	<p style="text-align: right;">Page 296</p> <p>1 further.</p> <p>2 MR. HANSEL: I have nothing further.</p> <p>3 Thanks very much for your patience, Mr. Brown.</p> <p>4 MR. DORNER: Yeah, I appreciate your</p> <p>5 time, as well, sir.</p> <p>6 THE WITNESS: Thank you.</p> <p>7 MR. DORNER: I wish you a happy</p> <p>8 Memorial Day. Well, I take that back. I</p> <p>9 realize Happy Memorial Day is not the right</p> <p>10 thing to say. I wish you an enjoyable</p> <p>11 Memorial Day weekend.</p> <p>12 THE WITNESS: Thank you. Same to you,</p> <p>13 sir.</p> <p>14 MR. DORNER: Thank you.</p> <p>15 VIDEOGRAPHER: The time is now 4:49.</p> <p>16 We are going off the record.</p> <p>17 MR. DORNER: I think we got through all</p> <p>18 but one exhibit. Can we just make a note on</p> <p>19 the record that we skipped over number 13? It</p> <p>20 would just be easier to keep the numbers true</p> <p>21 to how they were uploaded.</p> <p>22 (Videotaped videoconference deposition</p> <p>23 concluded at 4:50 p.m.)</p> <p>24 - - -</p> <p>25</p>
<p style="text-align: right;">Page 295</p> <p>1 A. To the extent that Anthem has stated on</p> <p>2 claims, it would have to come from them.</p> <p>3 Q. And that's because MADA really doesn't</p> <p>4 have anything on its own, does it?</p> <p>5 MR. HANSEL: Objection. I object to</p> <p>6 the question. It's sarcastic --</p> <p>7 MR. DORNER: It isn't sarcastic.</p> <p>8 MR. HANSEL: -- and overbroad, and</p> <p>9 should be stricken.</p> <p>10 BY MR. DORNER:</p> <p>11 Q. MADA doesn't have any information with</p> <p>12 respect to claims for Valsartan that its members made</p> <p>13 other than billings, does it?</p> <p>14 MR. HANSEL: Object to the form.</p> <p>15 THE WITNESS: The information on what</p> <p>16 specific medications individuals covered in</p> <p>17 the plans obtained is in Anthem's file, or</p> <p>18 whomever they were using for partnership of</p> <p>19 medications.</p> <p>20 BY MR. DORNER:</p> <p>21 Q. Right. It's not in MADA's files,</p> <p>22 right?</p> <p>23 A. Correct.</p> <p>24 MR. HANSEL: Object to the form.</p> <p>25 MR. DORNER: I don't have anything</p>	<p style="text-align: right;">Page 297</p> <p>1</p> <p>2</p> <p>3 C E R T I F I C A T I O N</p> <p>4</p> <p>5 I hereby certify that the proceedings and</p> <p>6 evidence noted are contained fully and accurately in</p> <p>7 the stenographic notes taken by me in the foregoing</p> <p>8 matter, and that this is a correct transcript of the</p> <p>9 same.</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14 </p> <p>15 NANCY CARIDES, KMR, CRR, CCR-NJ</p> <p>16 Notary Public</p> <p>17</p> <p>18</p> <p>19 (The foregoing certification of this transcript</p> <p>20 does not apply to any reproduction of the same by any</p> <p>21 means unless under the direct control and/or</p> <p>22 supervision of the certifying reporter.)</p> <p>23</p> <p>24</p> <p>25</p>

[& - 20006]

Page 1

&	1,200 221:24 245:1	139 133:14	245:22,23
& 2:9,20 3:20 4:8 4:19 5:2,8,14	1-1 229:1	14 8:9 219:9,11	19.35 158:11
0	1-1-19 237:1,10	142 183:17	190 4:14 8:4
0 164:22	1.93. 139:17	144 137:1	19087 3:21
000456 77:1	1/1/08 119:21	145 10:21 205:1,3 207:23	19106-3697 2:10
02109 4:20	10 8:3 10:14 171:17,19,20	148 118:17	1944 47:21
04101 2:4	200:16 216:11,12	15 8:13 57:20 160:6 174:14	1950 47:25
1	250:16 294:4	231:10,12	1974 48:11,12
1 7:3,11,17 8:7 10:18 11:3 20:1 21:3,8 27:1,6 44:18 48:18 49:4 49:8,14 55:24 58:3 77:8 95:25 96:9 98:11 119:19 120:22 121:3,10 121:12 123:8,17 123:20 124:8,15 138:16,19 142:11 142:21 151:8 154:19,22 157:9 158:11 161:13 169:19,25 175:25 176:24 181:10 191:8 192:20 196:15,23 197:9 199:6,7,14,23 217:17 220:16 221:5,9,20 222:3,5 224:18 225:20 226:5,21 228:9,13 229:20,22,24 230:21 231:20 237:19 240:16 241:15,19,21 242:7 244:16 247:2 248:23 249:5,13 273:20 274:7 279:13,22	10.78 166:3 167:22 182:12 100 2:13 49:24 113:19 138:4 158:9,10 242:24 1000 2:16 3:3 11 6:4 8:4 10:14 131:21 190:9,10 190:23 192:15 196:8 199:12 200:15 201:13 207:22 272:1 11-17 271:20 116 32:15 33:4 118 7:12 11:12 111:4,7 11:24 113:2 11:28 113:5 12 8:8 10:14 205:16,17 220:22 228:21 128 119:14 121:5 124:12 129 124:25 12:39 160:17,20 13 10:11,19 296:19 13.61 166:3 131 10:18 133 10:19 136 10:20 129:18 137 131:18	15219 5:16 155 120:14 157 137:21 158 146:1 183:2 16 8:17 235:23,25 247:5 16.79 138:11,24 139:10 140:13 162 278:21 165 7:20 166 7:23 278:21 288:6 289:5 16th 58:22 17 8:21 111:2 232:5 233:2 240:7 240:9 247:5 271:23 272:5 274:24 275:4,9 17.98 183:21 184:3 17.98. 183:19 1700 5:3 171 8:3 173 70:12,19 174 74:8 176 182:11 18 9:3 10:15,18 142:11 244:2,5 1875 3:8 189 174:21 19 9:8 10:15 142:12 237:8	1a 229:23,23 230:6 241:22 242:7 1b 229:22,24 230:6 242:7 1s 230:2 1st 78:4,13 79:19 79:21 154:1 196:8 219:20 236:7 237:8
			2
			2 7:5 10:19,23 41:19,22 42:16 46:25 55:24 58:8 77:8 93:22 95:18 96:1,9 111:5 123:8,17,20 124:8 133:15 151:1 157:10 176:25 200:20 241:16,19 241:22 274:16,24 2,500 238:5 247:9 2-28-18 244:18 2.98 139:17 2/28/2010 119:21 20 9:13 10:15 164:23 220:16 221:9,14 246:13 246:15,24 248:13 200 4:9 20004-2166 3:4 20006 5:4

[2000s - 3.a]

Page 2

2000s 228:4	217:9 218:23	249:25 271:20,23	27th 4:20
2008 119:19 120:5	219:20 220:15	272:6 274:24	28 1:19 21:16
2010 119:10,22	222:23 226:6	275:4,9	121:12 138:20
121:9,12	229:1,5,6,17 231:4	2021 1:19 11:2	142:21 151:8
2012 7:17 27:1	231:20 233:1,23	21:16,18 154:23	154:23
28:11 55:20 82:2	235:8,12 236:10	2029 5:9	285 6:5
83:3 87:25 88:17	237:24 238:2,23	205 8:8	286 152:11
92:2,6,25 93:13,20	244:16	207-791-3000 2:5	289 154:5
96:21 98:1,2	2018 8:7 67:14	208 10:22	28th 11:2 142:11
102:22 103:7	78:9,23 79:1,14,19	21 7:3 9:18 10:15	29 29:13
104:8 108:3	79:22 138:20,24	89:3 247:23,25	290 159:7
114:16 116:5,20	142:21 143:20,21	214-855-8000 4:4	292 6:4 160:2
122:6 126:23,25	144:25 151:8,24	215-592-1500 2:11	297 145:9
133:22 134:3	154:1,23 158:25	215-977-4100 3:22	2:01 192:5
135:10 137:10,13	159:17 175:2,10	217 59:10	2:03 192:10
152:6 161:14	175:15 191:8	218 199:7	2:35 215:5,7
169:16,19,25	192:20 195:6,10	219 8:9 166:12,16	2:41 215:3
170:7,8,20 171:12	196:8,15,24 197:9	199:2,7	2:46 216:25
172:22 173:4	217:17 236:7	22 10:3,22 271:1,4	2:50 217:3
205:13 217:14	237:4,12 238:7,10	2200 4:3	3
218:9 231:4	238:23 239:4	23 10:6 272:25	3 7:6 10:14,20
249:25 253:3	240:17 243:17	273:2	43:13,14 44:21
279:13,22	247:2,5 252:13	231 8:13	46:23 77:8 88:12
2013 171:1 172:22	253:5 257:20	235 8:17	88:14 96:1,9
217:9 231:22	263:4	24 28:7	111:10 120:18
232:4 233:1,23	2019 49:4,8,14	240 8:21	122:22 123:7
235:8,12 237:10	50:2,3 93:13,20	244 9:3	125:11 136:17
248:23	96:22 114:17	245 9:8	142:25 143:21
2014 171:1 172:22	115:20 116:6	246 9:13	146:15 157:7,10
173:4	126:23,25 129:15	247 9:18	157:13 160:18
2015 7:11 78:4,13	133:22 134:3	250 237:25,25	181:9 200:18
79:21 98:11	142:21 143:21	2525 2:15	250:13 251:19
103:12 115:20	145:1 151:8,24	25629 297:14	273:17
129:15 173:6,12	152:6 159:17	26 7:14 88:13,15	3,600 232:25
173:13,21 174:7	238:7 243:13	26th 88:4	3-1-17 8:12,16 9:6
175:15 294:8	202-452-6057 5:4	271 10:3	9:11 244:18
2016 237:25	202-776-5291 3:4	273 10:6,23	3-1-18 8:20,25
2017 86:18 120:22	2020 67:15 159:17	275 142:14	9:16,21
121:3,6,10,13,19	217:23 218:9	276 142:2,20,25	3.61 166:3 167:22
138:19,23 143:20	238:7,11 239:4	278 150:25	3.a 145:19
206:5 207:11	243:13,18 248:23		

[30 - 8:34]

Page 3

30 86:6 158:9 164:23 221:4 285:17 300 3:8 5:3,9 199:25 200:15 301 5:15 305-445-2559 2:17 31 79:21 31,000 159:23 31,001 159:14,18 310-284-6057 5:10 3100 3:15 312-456-8400 3:16 314-480-1848 4:15 31st 237:4 320 173:23 33134 2:16 33431-8561 3:9 35 139:16 140:10 143:3,10 354 220:9 223:19 3600 4:3 365 147:5 37 271:2 38 139:18 38th 5:15 39 139:18 3:04 227:16 3:08 227:19 3:39 251:6 3:43 251:17 3rd 21:17	200:19 275:12,12 278:18 281:6 286:6 294:7 4,000 241:2 247:14 4,200 238:6 247:12 4.a 146:10 40 139:19,25 164:23 221:9,12 221:16 401 1:23 41 7:5 412-263-4362 5:16 43 7:6 45 1:23 42:19 450 4:9 458 80:10 46 42:19 468 82:19 90:23 470 86:1 471 87:19 48 22:15,19 483 92:10 485 93:4 497 95:1 498 99:16 499 102:12 4:23 280:21 4:26 280:25 4:49 296:15 4:50 296:23 4th 173:13 236:25 237:1	5,000 33:24 88:22 5,500 33:25 88:23 50 145:20 500 2:10 504-524-5777 2:22 505 3:3 506 104:11 507 107:15 51.79 140:14 510 2:10 516 110:17 111:14 199:24 517 114:6 199:20 199:23 521 116:8 53 4:20 62:18 541 228:23 550 3:21 5500s 84:20 56 140:1 561-962-2107 3:9 562 206:7 564 230:11 566 206:15 57 140:1 59 7:7	616 241:9 616.57. 166:8 167:24 617-213-7000 4:21 63105 4:15 65 105:17,21 107:2 7 7 7:14,21,23 10:14 25:24 26:2 27:11 27:19 161:2,4 163:4 165:14,21 168:2,5,16 198:21 198:24 281:1 70 173:14 701 2:21 70130 2:21 71 62:17 72 66:16,17,19 70:15 75201 4:4 76 7:10 77 3:15 78 70:13,14 8 8 7:20,24 10:14 23:18,19 27:7 165:13,15,16 167:6,15 168:2,5 169:4 171:18 216:11 80 175:3 81.5 157:9 81.50 158:10 81.75 157:10 82 157:10 85 32:19 33:13 86:10 157:16,17 891.27 208:6 8:34 1:19 11:2
4	5	6	
4 7:7 10:21 48:16 59:4,6 77:8 80:9 88:14 96:1 122:24 123:8 142:15 143:22 151:6,10 157:15 160:23 173:21 174:7,14 175:15 192:6	5 7:10 10:22 50:7 54:17,18 68:6 76:14,16 77:8 88:14 122:24 123:8 128:14 130:4 145:14 192:11 225:1 251:7,20	6 7:12 10:14,23 21:24 55:23 118:3 118:6 142:7 252:4 280:22 6,450 233:11 6,650 241:2 247:17 60 183:4,4,9,9,10 600 4:14 605 278:19 279:8 606 278:20 279:8 289:7 60601 3:16 610-567-0700 4:10	

[8:37 - ago]

Page 4

8:37 13:21	accepted 29:17	287:8	121:4 122:22,23
8:41 13:24	134:12	actions 195:14	128:13 130:5,8
8:49 20:25	accepting 98:11	258:5,6 259:20	134:7,15 137:24
8:50 21:5	access 92:12 98:2	270:5	139:12 142:15
9	98:3 101:25 102:2	active 279:25	144:2,12 145:14
9 7:23 10:14,20,21	115:9 133:2	activities 36:8	148:25 151:6
129:19 166:20,21	215:18,19	activity 264:11	152:14 270:4
167:2 168:1,14	accessible 216:14	actual 49:16 54:25	administrator
171:18 172:6	accompanying	90:14	35:20,21 81:20,23
175:2,10,15	143:13	ad 180:11	82:2,7,14 89:13,22
215:16 216:11,12	account 54:8 64:4	add 14:19 83:14	90:19 91:5,15
90 104:5 198:12	64:5 131:25 132:2	83:15 140:13	92:3,8 95:25
221:6,11,12,15,17	148:3,15 149:5	162:8 183:12	96:25 98:8 100:22
90067 5:10	186:15 187:14	added 157:18	101:14 114:13
9:46 57:18	accumulate	addition 87:13	administrators
9:47 58:2,5	146:24	additional 7:24	89:13 90:20,21
9th 3:3	accurate 34:23	52:18 114:2 127:7	277:10
a	50:15 56:6,8 60:6	127:9 132:5 168:3	admit 196:3
a.m. 1:19 58:5,6	62:14 82:13	274:25 275:5,17	adopt 133:19
111:7,8	117:25 136:3	275:21	adopted 134:5
aa 179:16,24	140:23 143:23	address 14:2	advantage 107:6
aba 119:21	148:5 149:9	195:7 213:8	107:10,10,11
abbreviate 42:22	155:14 156:7	249:16	advertising 74:4
abbreviation	203:12 208:6	addressed 211:15	advice 254:16,21
125:13	217:11 219:23	adequate 192:14	255:12,22
abide 137:19	220:4,23 235:4	281:4	advise 260:1,5
ability 18:9 137:19	242:9 244:19	adherence 74:20	advised 195:18,23
able 20:16 23:22	252:25 263:14	adjusted 159:14	196:5
37:3 66:18 137:8	276:20 280:2	159:18,23	affect 18:9 102:8
158:24 168:3	285:10	administered	ag 167:10 184:10
173:17 175:23	accurately 203:21	107:23 108:20	age 88:13,15 91:9
176:4 184:14	240:4 297:6	152:4 182:6	105:17,21 107:2
202:16 208:14	ach 148:1	administers 96:16	agencies 76:1
218:15 219:5	achieve 158:24	administration	agency 51:16
abrupt 285:20	acquire 267:20	36:3 90:25 91:3	agent 290:12
absolutely 43:24	acquires 101:2	122:6 127:15	agents 56:2
105:5 210:12	acting 132:23	143:4 186:13	ago 12:18,20 31:23
212:7	action 7:8 59:14	277:24	31:24 42:11 109:3
accept 139:4	59:15 109:4 129:5	administrative	109:4 125:20
	129:7 271:14	7:12 77:21 87:12	128:23 228:2
	276:16,21,25,25	120:19,21,23	262:19,20

[agree - answer]

Page 5

agree 14:13 15:9 17:13,16,19 18:2 18:21 37:22 50:1 74:16 125:7 138:20,25 168:4 168:13 169:14 170:14 171:5 174:3 175:8 186:25 187:21 188:2 197:16,19 199:9 200:2 205:11 207:10,14 212:19 213:3 215:24 220:24 229:4,16,19 260:21 292:1	43:12 44:4,6 52:14 104:10 117:15 143:15 160:15 161:1 172:20 214:23 215:1 245:21 279:7 aid 74:20 155:25 156:25 230:3 241:17 albero 3:20 albertsons 5:6 alfano 5:14 allegation 63:21 70:3 allegations 60:25 61:15 62:4 65:22 70:1 281:6 alleged 79:3 161:15 162:4 171:7,11 194:5 267:20 292:17 allegedly 28:8 53:14 164:1 175:3 265:10 268:1,2,18 268:19 294:6,15 alleges 53:10 262:8,9 alleging 36:24 41:4 allow 61:4 89:24 192:1 232:3 251:5 allowable 115:6 125:21 allowed 86:25 106:5 112:6,8 113:9 114:11,25 115:7 alluded 132:17 alpha 167:10	alphabetical 206:24 207:2 alphanumeric 76:25 alternative 11:23 amended 7:3,7 21:19 59:13 61:3 278:24 287:8 amendment 37:6 120:18,21,23 122:22 130:4 134:14 142:15 143:21,22 145:14 146:15 151:6 amendments 122:24 123:7,8,17 123:20 124:8 127:18 134:17 274:5 amlodipine 230:16 230:19 234:16,17 249:3 amount 112:6,8,9 112:11,12 113:9 114:11,12,25 115:7 125:5 128:8 129:1 135:18 136:17 139:13 146:23 148:2 162:10 166:1,2 204:13,20 208:5 237:6 238:8 239:21 243:21 263:3 279:13,22 294:2 amounts 36:15 52:9 67:4 135:22 144:18 153:11 154:25 155:13 172:2 184:15 267:25 268:2,17	268:19 amt 203:8 analysis 85:10 andras 3:15 13:17 13:18 251:14 andrast 3:17 andrew 3:20 andrew.albero 3:22 angeles 5:10 angle 111:23 annual 52:24 84:20 90:11 91:22 136:14 annualized 159:14 159:18,23 annually 52:23 anonymized 201:3 answer 13:9,14 15:6,7,16 16:6,7 22:18 25:2,13,18 27:25 28:17 29:8 33:18 35:6 39:6 39:11 40:4,11 41:1,9,14,14 43:20 46:24 47:8,12,15 48:6,18 49:1,5,19 50:12 54:23 59:18 60:13,17 61:12 62:7 63:5,24 66:3 68:15 75:23 78:20 94:8 101:21 105:1 109:18 110:14 115:16 117:12 141:12,25 162:22 168:25 170:12 174:12 175:21 182:9 184:24 187:8 196:10 197:3 226:14 227:24 250:11
--	---	--	--

[answer - appreciated]

Page 6

253:16 254:7,12 254:17,21,25 255:13 258:25 261:1 264:9 267:12 277:12 280:10 282:6,18 282:22 283:1,10 283:11,15,18 284:7 288:2 290:9 290:23 291:22 293:22 294:25 answered 47:4 56:6 68:13 101:19 174:10 197:1 253:14 267:9 268:6 283:4,5 answers 19:23 45:23 46:17 55:6 60:19 anthem 7:25 8:3 27:15 28:20,24 29:11,24 36:2 40:15 45:5,6,7,11 45:11,15,18,20 46:19 51:5,8,12 52:2,7,22 53:2,16 53:18,24 54:3,8,15 55:3,6,7,10,18 57:7,12 63:6,18 64:5 71:17 72:9 72:14,23 73:9,21 74:23 75:1 91:3 91:14,17,25 92:3,7 92:19 93:24 96:15 96:20,24,25 97:5 97:15,17 98:7,8,22 100:7 101:14,16 101:23,23 102:1,5 103:18,20 108:22 112:9,11 114:18 114:19,25 115:23	117:12,20 118:15 119:25 120:3,11 122:4,4,11,15,16 124:1 125:8 126:1 126:7,12,25 127:5 127:12,14 128:5,6 128:24,24 129:5,6 131:24 132:1,4,5,8 133:9,16,16,17 134:2 135:3,7,12 136:15,24 137:17 138:4,11 139:5,23 141:8,13,15,18 142:10 143:9,14 143:15 144:8,13 144:22 145:1,19 146:14 147:15 148:1,10,13,14,18 148:21 149:6,7,12 149:17,21 150:2 150:10 151:19,21 152:3 153:9,20 155:9,11,12,17 156:12 157:22 158:10,24 159:4 161:21 163:8,13 163:17,20 164:10 164:25 167:1,5,16 168:3,6 182:6 186:12 194:1,22 202:5,8,13,18 204:4,24 206:1,3 207:18 213:20,22 223:2 224:21 225:17 231:5 233:25 236:17,18 242:16 249:20 256:7 257:3 261:3 261:7,11,13 262:3 263:16 264:4,15 264:16 265:1,6	294:11 295:1 anthem's 99:7 115:11,19 116:4 129:23 131:24 132:2 133:20 134:5 136:20 143:12 150:2 171:25 178:15 180:3 242:17 263:20 264:1,25 295:17 antm 206:2 anybody 14:18 16:15 18:4 46:4 56:25 57:14,15 72:9,23 73:9,10,16 73:21 74:25 85:3 85:12,15,21 89:1 99:9 109:21 123:21 129:12 171:10 195:23 212:2 213:23 255:24 257:8,14 260:13 275:4 278:13 285:11 anybody's 91:18 anyway 12:2 189:4 198:17 apart 52:16 apologize 25:5 38:19 70:13 88:17 88:25 117:16 138:15 252:4 apparently 97:24 177:4 194:10,12 appeals 77:23 appear 164:2,16 169:1 178:17 192:23 206:19 207:1	appearances 3:1 4:1 5:1 appears 138:10 169:3 186:22 187:24 215:18 applicable 74:6 143:18 164:23 185:8,10 205:13 207:18 219:23 222:12 227:10 275:8 applied 49:14 119:23 121:6 158:15 226:5 237:6,15,16 238:22 239:20 applies 18:6 159:13 182:10 224:2 225:7,19 242:3 apply 103:2 104:23 108:3 185:15 222:3,5,19 223:12,22 224:18 225:23,25 226:16 226:17,20 232:20 235:2 237:7,9,14 238:24 243:13,24 263:6 281:14 297:20 applying 227:25 234:3 appointment 92:18 appreciate 15:6 36:11 58:25 78:21 111:12 113:25 296:4 appreciated 208:18
---	--	---	---

[approach - automobile]

Page 7

approach 213:14 264:10 277:24	209:18 245:11 253:13 256:10,16	association's 58:16 82:5,6	attendance 14:3
approached 213:20	267:9 268:6 272:2 272:16 289:1	assume 15:17 17:9 17:12 47:7 61:24	attention 107:19 215:16 288:14
approaching 213:23	294:1	80:15 125:22 131:6 133:5	attorney 12:16 18:5 40:3 61:9
appropriate 77:25 104:6 108:23 140:10 250:4	asking 12:3 15:7 30:18 35:7 40:7 62:3 89:1 113:15 114:20 168:12,13 189:13,14,15,21 191:24 192:18 196:20 202:18 203:20 210:21 226:9 254:9 255:14 259:5 262:17	141:14 163:8 164:22 202:19 203:10 205:21 230:7 258:3	252:11,14,19,21 253:2 254:8,14 255:15 258:14,24 259:2
appropriately 83:10,11,11,18		assumed 24:11 126:15 161:19 196:2	attorneys 19:16 22:25 30:16,18 31:3,7,10 44:16 53:24 57:2,9 60:19 61:24 63:19 67:24 119:24 123:24 132:10,22 169:22,23 202:7 214:18 252:22 256:6,18 258:9 259:15,19 273:9 273:12 277:11,20 277:23 278:11 282:20 283:9 286:3
appropriateness 99:2		assumes 255:15 260:24	
approved 95:8 132:3 151:21		assuming 63:19 126:24 147:6 156:3 175:7 177:18 207:7,9,14 245:6	
approximate 33:19	asks 47:2 48:20	assumption 29:1 50:4 60:18 66:7 79:17 126:24 130:20 163:14 168:21 172:16 178:4,14,23 179:6 180:5,6 187:2 193:18 195:11 202:20 207:9 257:20,23	attributable 143:11 145:21
approximately 32:19	assert 258:24		audio 112:18
april 21:16 173:13 173:21 174:7,14 175:15 294:7	asserted 291:3		audios 112:17
argumentative 27:21,22,24 290:8	assigned 278:7		audits 84:18
arrangement 103:4 127:19 157:13 263:11 281:15	assignment 99:3		august 119:10
arrangements 156:12 278:11,12	assist 99:1,9		augusta 1:25 16:18,22 51:16 84:24,25
article 129:19 131:21	assistance 36:4		aurobindo 4:12 64:23
asked 14:15 16:5 27:17,17 44:14 45:3 46:7 47:11 47:13 62:2 68:12 80:23 88:16 101:18 106:24 128:23 136:21 152:8 162:1 174:10 197:1	associate 129:25 130:6,12,16 131:2 131:15,23		authorization 132:25
	associated 51:24 69:11 94:18 270:5 272:11		auto 18:22 21:19 75:17
	association 18:14 18:23 19:3,4,8,9 32:5,6,12,14,17 33:8 34:1,6,8,14 34:22 35:8,13 46:5 47:19,19,22 47:24 49:3 50:13 75:14,18,21,24 76:7,11 80:17 81:20,24 82:1 86:21 89:16,19,21 90:3 257:15	assumptions 205:4 assurances 137:18 attached 49:3 50:2 130:13 142:19 attachment 49:2 49:25 154:19,21 attachments 24:1 24:3,5,17 25:12 attempt 260:8 266:18,22 267:1 267:15	automobile 8:9,13 8:17,21 9:3,8,13

[automobile - believed]

Page 8

9:18 18:14,23 19:3 32:24 49:3 50:12 81:24 86:24 availability 218:22 available 29:18,25 34:10 49:21 50:21 58:25 71:19 177:4 215:17 216:22 217:7 219:20 240:16 250:2 266:7 avenue 4:3 average 33:23 125:16 158:1,8 203:10,12,21 avoid 15:3 aware 36:23 39:16 39:25 40:13,16 53:8 78:22 82:18 91:17 93:23 100:6 103:22 104:20 105:2,6,10 106:19 106:20 116:25 150:13 195:2 252:9,12 260:15 274:13 294:10 awhile 119:24 120:1 awp 125:14,15 157:9 158:1 186:6 203:8 204:3	back 13:25 17:15 20:23 21:6,8,23 25:7,10 26:12 27:6 30:3 43:19 45:10 47:23 56:12 58:8,11 63:20 66:20 69:21,22 82:5 101:12 111:1 111:10,13 113:6 119:13 131:8,9,13 138:22 142:14 145:25 147:20 148:14 160:23 169:4,8,10 170:8 174:22 176:16 184:14 185:4 192:11 193:19 198:20 199:11 201:4,12 207:21 209:3 210:15 215:2,10 216:11 216:17 217:4 218:10,12 221:19 223:17 224:20 227:19 228:6 244:23 246:11 251:18 256:21 262:15 263:1 267:19 278:17 281:1 282:1 283:24 289:5 296:8 background 11:22 257:1 bad 47:14 87:17 112:19 150:23 270:19 ballpark 135:23 bangor 51:17 bank 148:3,9,10	barnes 5:8 based 29:24 41:10 71:6 87:7 95:24 115:7 126:2 141:7 148:25 175:14 186:6,8 190:2 204:6 205:3 211:20 276:18 bases 140:22 basic 107:12 120:7 125:24 basically 39:10 83:16 93:8 107:20 146:12 153:8 155:9 156:6 158:10 178:21 179:18 232:12 273:25 basics 13:6 14:24 basis 28:12 83:9 84:17 91:22 136:14 143:13 148:11 210:8,21 275:3 bates 76:23 77:3,7 77:9 206:1 228:23 271:3 bcbs 98:23 bears 223:11 began 78:23 195:3 195:6,9,10 257:20 beginning 37:6 71:4 142:20 beginnings 279:1 begins 58:8 111:10 160:23 192:11 232:20 281:1 behalf 22:13 30:2 37:3 42:13 45:1 52:10 62:24 67:2 72:14 75:17 117:3	132:23 261:18 263:25 264:5 265:2 291:3 292:19 behavioral 139:17 beings 33:21 belief 29:9 believe 14:4 21:24 28:12 30:15 31:21 32:15 37:5 44:8 45:14,20 47:25 53:23 54:10 58:22 60:12 66:18 70:15 85:1 92:11 97:8 97:19 112:15 116:13 125:16 127:17 151:7 153:13 158:15 159:20 170:4 176:24 180:19,20 181:13 182:1,11 183:1,14,21,24 184:8 202:12 204:6 205:8 206:24 208:6 209:10 215:11 217:15 220:21 223:7 225:16 228:25 229:25 230:12 231:21,23 232:24 233:21 235:1,10,14 236:16 237:15,16 239:10,23 242:2 250:10 251:11 252:23 257:19 259:13 270:18 275:24 277:15 293:16 294:3 believed 286:12
b			
b 5:15 7:1 24:2,5 24:18 25:12 50:8 54:13,13 135:3 146:10 219:22 220:2,6 221:22 231:25 232:4 236:14 241:22 245:6,7 246:6			

[believes - bring]

Page 9

believes 196:21	beyond 252:24	257:17	bottom 70:16
bell 60:3	293:18	blackwell 4:13	76:20 81:19
beneath 99:17	bgerrity 2:6	blank 190:19	136:12 137:25
103:6 138:10	big 129:5 282:8	blocks 20:12	142:24 146:8
157:16	bigger 20:6	197:25	151:11 158:16
beneficial 139:7	bill 52:8 87:6,7,9	blood 29:20 36:18	166:6,10,12
beneficiaries	108:21 147:2,8	36:19 42:8,9,14,14	167:23 199:1,18
188:9	148:25 158:10	42:22,23 53:11,15	221:3 229:10
beneficiary 24:6	billed 108:20	64:2,14 79:3	233:13 234:13
benefit 8:11,15,20	149:7 151:19	85:23 93:21,23	278:21
8:24 39:19 46:9	152:4 290:5	95:17 100:13,16	bought 95:8
52:21,22 73:1	billing 36:9 46:8	100:17 106:16	198:16
76:5 79:11 100:20	51:4,6,18,20 52:1	116:5 128:20	boulevard 3:8
104:7 108:10,15	83:10 84:4 141:2	132:14 141:19	box 20:14,23
108:15 258:17	144:17,21 146:9	149:11,18 152:5	200:21 221:4,22
benefits 23:1 24:5	147:14 149:3	194:5 198:2 212:5	222:13,14,18
29:19 31:18 50:5	151:11	214:5,14 268:20	233:5 236:20,25
50:20,24 51:2	billings 135:21	292:19,20	241:13 250:5
71:18 72:14 73:25	136:5 140:21,24	blow 23:23 77:14	boxes 236:21
77:21,22 78:9,11	145:4 146:7	90:24 92:13	brand 71:8 155:6
78:13,14,16,17	147:18 186:14	142:25 152:20	155:21 177:8,16
80:3,6,13 87:10	295:13	200:21 229:8	177:17,22 202:25
93:12 94:18 95:7	bills 35:15 52:20	230:11 233:15	205:9
97:15 100:23,24	126:1,8 146:15,19	274:15 275:12	bravo 225:10
101:9,16 102:8	147:14 149:22	279:8 289:6	breach 274:4
107:21 114:14	bily 5:21 11:6	blown 152:16	break 15:24,25
116:16,18 122:18	binding 19:23	blue 45:11,11 72:9	16:7 57:22 139:9
182:5 219:18,19	bioequivalent 71:8	72:10 91:3,3,14,14	146:4,6 147:15
224:15 225:11,14	bipc.com 5:5	92:7,7 96:20,20	154:7 160:14
235:21 236:6	birth 176:2 177:1	129:5,6 271:20	161:1 190:15
237:20 239:8	birthday 88:4	board 81:7,9,14	209:5,18 214:23
240:3 274:20	bisgaard 3:20	81:15 242:4	250:23
berman 2:9	bit 13:5 41:16,20	boca 3:9	breaks 15:21
best 15:5 96:7	52:14 55:5 75:11	body 82:10	57:20
164:10 183:25	89:11 98:18	bosick 5:14	brief 14:2 209:2
184:2 189:2	112:15,21 114:2	boston 4:20	briefly 129:22
better 41:21 59:11	125:19 131:1	bottle 180:16	134:14 165:8
147:1 157:12	146:3,7 156:21	193:16 197:17,19	251:4
177:20 193:13	173:24 174:1	197:23 198:1,7	bring 16:12 32:1
214:5 222:11	175:24 226:19	bottle's 200:11	190:15
263:10	234:10 238:8		

[brisbois - case]

Page 10

brisbois 3:20 broker 36:6 51:9 51:10,14 brokered 51:11 brokers 36:6 brought 144:8 193:19 brown 1:6 6:3 11:4,13,18 12:6,8 14:1,24 20:3 21:12 23:22 25:2 26:6,22 27:17 32:4 41:25 43:18 44:10 57:23 58:11 59:10 60:4 69:7 70:25 75:12,16 76:19 87:23 102:15 111:16 112:8 113:9 118:10,20 128:16 129:22 137:10 142:6 145:12 152:23 154:12,24 159:16 161:4 165:20 167:13 168:8,20 169:12 171:24 173:3 174:3 175:24 176:17 188:22 189:25 191:15 192:2,14 199:3 200:14 201:15 205:5,21 209:4,9 209:18 214:24 215:13 217:6 219:14 223:21 227:24 229:2 231:16 234:11 250:18 251:24 255:14,20 259:6 271:7 273:5 281:4	283:15 285:7 286:1,8,18 287:1,7 288:11,23 289:10 292:12,16 296:3 bruce 2:3 btlaw.com 5:11 buchanan 5:2 bucket 230:6 build 15:23 bullet 99:18,19 107:25 bunch 190:20 business 34:2 63:12 74:3 129:25 130:6,12,16 131:2 131:15,23 147:8 148:4 218:20 businesses 86:24 businessperson's 291:2,5 buy 181:9	california 5:10 call 19:3 21:9 34:19 37:20,21 57:9 59:24 77:25 81:17 89:12 92:18 98:20 103:24 138:15 166:11,15 173:21 206:18 215:2 220:10 222:14 229:9 232:7 233:6 238:18 247:6 249:25 256:9 called 37:13 57:8 77:3 81:14 191:7 232:10 241:21 256:13 287:19,23 calling 236:17 274:19 calls 29:5 40:2,23 49:9 66:24 109:15 110:11 141:9 170:9 174:8 175:17 194:8,14 196:16,25 197:12 197:12 201:2 260:23 268:8 270:22 281:11 282:3,16 283:8 284:2 292:25 293:8,19 camber 3:24 camera 111:23 camp 2:21 canada 188:7,13 188:16 canadian 188:9,11 cancer 290:12 capability 17:10 53:17,19	capable 20:8 capacity 89:23 car 75:25 carcinogen 290:4 292:9 card 95:7 cardiac 206:11,19 cardiovascular 230:13 care 8:11,19 92:13 92:17 102:17 134:8 222:14,17 222:23 223:13 236:22 269:1,5,6 269:10,19 282:8 cared 134:10 carides 1:15 11:8 297:15 carondelet 4:14 carrian 46:11 carry 237:12,21 257:23 carryover 237:1,2 237:8,9,18 case 12:24 37:4,25 38:6 39:2,15 40:21 53:6,22 56:25 57:12,15 64:9 65:25 71:23 72:2,5,17,20 73:4 73:6,11 75:19 85:5,14 89:6 93:10 98:16 106:17 110:3 132:20 158:18 162:6 170:8 175:9 185:1 209:13 210:5 213:7 228:8 248:21 252:24 271:25 277:5,22 278:2,5,14 284:20
--	---	--	---

[case - clarify]

Page 11

287:16 291:9 292:24 293:7 cases 40:13 categories 64:16 155:2 category 179:19 223:11 287:19,23 caused 211:13 293:4 causing 290:12 ccr 297:15 cd 178:9 179:3 cellphone 16:12 center 2:4 cents 70:6 157:17 157:17 century 5:9 certain 24:16 48:21 94:2,2 100:2 102:25 104:4 112:12 135:5 153:9,11,11 153:12,13 156:14 163:15 170:3 176:22 177:22 179:14 184:1 205:8 232:17 239:17,22 255:16 271:10 272:17 290:10 291:15 certainly 20:3 58:25 103:10 119:5 151:13 173:10 183:14 207:17 233:2 237:15 291:5 certainty 176:5 certificate 176:24 202:13,16 certification 297:19	certified 1:15 109:8 certify 297:5 certifying 297:22 cetera 36:10 38:5 46:3 79:10 91:10 96:9 166:3 274:5 cf 186:20 cgmpps 71:10 chain 128:3 chains 156:2,9 chance 41:25 119:3 287:12 change 47:8,12,15 49:23 88:8 92:3 143:25 144:5 151:12,18,20 211:6 236:14,15 239:11,14 240:18 changed 121:24 143:23 147:10 151:11 218:2 228:3 233:3 238:8 240:1 changes 36:5 78:11 79:10 80:2 80:5 137:6 214:25 239:24 changing 145:18 channel 179:5 characterization 235:4 characterize 82:14 155:16 292:9 charge 84:15 109:21 132:5 155:13 239:22 charged 125:5 155:1 204:11 charges 35:8 52:10 108:23	125:8 126:13,14 128:5,24 148:17 155:2,3 157:19,22 charging 147:16 227:25 charles 2:9 charlie 2:15 137:3 182:19 225:10 cheapest 248:24 check 144:20 159:1,2 250:5 chicago 3:16 child 91:10 children 33:6,23 63:12 88:12 94:1 choice 105:20 107:1 155:5,23 156:19 157:8 158:7 218:17 226:22 241:24 242:17 choose 105:23 106:10 169:18 218:19 232:3 chooses 105:18 106:10 choosing 107:5 chose 98:7 169:25 232:1 chosen 87:11 christmas 147:6 cipriani 4:8 circle 1:23 circumstances 12:10 citizen 188:12 citizens 188:16 city 2:4 civil 18:16 claim 39:25 40:8 61:8 65:8,24	66:12 69:2,17 85:13 125:2,4,7 128:5,8,20 129:1 137:15 139:5 147:15,15 162:16 162:23 170:8 175:14 201:1 212:14 236:18 276:16,16 claiming 28:12 40:19 42:12 49:7 74:13 94:17 197:10 268:3,20 269:9,19,24 270:4 270:10 claims 35:11 36:2 49:8,14 50:23 52:6,8 64:20 76:12 83:11 85:5 85:22 87:7 97:2 122:13 125:11 128:11,24 132:20 139:12 143:19 146:14,24 148:19 148:20 149:7 151:21 152:5 153:20 159:15,18 159:24 160:11 162:2 165:9 168:13,15 170:21 172:21 256:11,17 258:19 261:9 265:12,14 266:8 278:7 291:3 295:2 295:12 clarification 78:22 clarified 14:11 clarify 18:19 124:14 132:18 160:7 167:4
---	---	--	--

[clarifying - confidential]

Page 12

clarifying 14:5 16:3	cobra 77:23	254:5 257:10	complaint 7:9
class 7:8 59:13	code 176:1,24	295:2	59:14 60:25 61:3
109:4,7,9,14 110:2	codes 163:21,21	comes 19:1 182:3	70:1,15 75:5
110:6 129:5,7	coincide 236:16	239:4	170:5 278:24
271:14,15 276:16	collected 143:11	comfortable	284:25 285:5
276:21,24,25,25	143:15 145:21	168:20	286:13,20 287:5,8
277:5,8,15,16	collective 37:19	coming 12:1 16:20	291:16
279:4,10,17 280:6	college 89:3	40:18	complaints 94:13
281:5,10,25 282:2	column 164:21	commence 274:22	completely 106:12
282:12 283:2	165:22 166:1	commencing 1:19	complied 71:10
284:1,8,15,19	167:9,10,18 172:2	commit 98:25	complies 289:11
285:1 287:8 291:4	172:9,10,23	committee 14:13	comply 34:12
classified 95:25	177:14 178:19,25	14:17 98:24 99:1	130:25
clause 137:18	179:16,20,21,22	99:7,10	component 232:19
clear 56:19 75:13	179:23,24 180:9	communicate	232:21
162:22 174:5	180:11,12,14	56:11,21 72:1	comprises 98:25
259:4	181:12 182:8,17	214:4,10,14	comprising 126:7
cleared 91:12	184:3,4,10,10,16	communicated	computers 190:21
clearing 219:8	184:19 185:20,25	56:25 129:6 133:8	concluded 296:23
click 20:16	186:6,15,20,21	214:18 285:11	conclusion 29:6
clicked 165:25	187:1,4,6,17,24	communication	40:24 49:10
client 18:5 40:3	189:6,16 190:7	255:17	109:16 110:12
188:23 252:11	199:6,14 201:17	communications	170:10 174:9
253:2 254:8 257:4	202:25 203:3,7	18:3 73:5,10	175:18 194:9,15
258:24 259:2	204:9 206:11	254:2 259:2,23	196:17 197:1,12
clinical 99:2	208:5,8 229:9,12	261:6,11 274:2	268:8 270:23
clinically 99:24	230:12,15 234:13	companies 37:12	281:12 282:4,17
close 118:3 146:4	234:21 244:24	37:18 38:4	283:8 284:3 293:1
146:6 171:18	245:1 247:6,10	company 3:12	293:9,20
188:6 208:18	columns 26:15	37:14 100:21	conclusions 285:3
238:18	169:1 176:18,21	compare 168:9	condition 211:15
closer 140:1	188:21,23 189:3,5	compatible 8:15	conditions 137:7
253:11,12	189:7,10,21,25	8:23 92:22,23	conduct 34:1
clues 273:11	201:16 202:9	113:16,20 181:21	271:24
cms 105:8	204:16 205:5	181:25 185:9	conducts 34:9
coa 186:20	222:18 246:6	186:23 218:4	confer 19:16
coan 4:19	combined 122:24	231:20 232:11	conference 16:21
cobb 54:7,13	123:3,13	237:17 240:16	confidential 1:9
55:15 57:1,4	come 17:1 28:19	compendia 71:9	10:13 26:4 43:16
256:6,9 261:8	64:3 111:1 127:8	compensation	118:8 165:18
	215:15 220:19	34:15	166:23 171:22

[confidential - cost]

Page 13

176:9,12 190:12 205:19 215:17 216:15,21 244:7 245:25 246:17 248:2 confine 211:16 confirm 104:4 158:17 164:4 205:22 206:22 231:7 confused 182:9,9 confusing 56:13 conlee 2:20 connected 17:8 connection 15:4 76:12 84:13 116:22 117:8,22 123:25 261:25 263:13 consider 36:13 192:25 considered 113:18 181:20 consistent 86:17 86:19 114:15 236:17 consolidated 7:7 59:13 consolidations 47:3 constitutes 68:19 consumers 102:9 290:4 consuming 266:23 consumption 71:11 contact 51:4 55:18 57:11,14 83:20 122:5 contacting 256:7 256:18	contacts 93:25 contain 130:5 131:3 171:6 260:20 contained 22:2 164:5 211:5 297:6 containing 28:10 37:1 40:20 42:25 64:2 66:25 72:19 73:18,22 85:23 93:15 95:14 98:16 100:8 115:20 149:10 195:15 209:12 212:6 213:15 214:2,6 228:8 260:12,13 260:16 265:17 267:17 279:14,23 294:19 contains 168:1,4 176:9 contaminants 260:21 contaminated 36:16 38:16 67:4 193:4 289:24 290:3,21 291:25 292:8 294:16 contamination 67:16 292:18 293:4 content 26:23 259:1 contents 153:4 187:6 192:16 254:1 255:21 287:10 context 91:13 254:15,20,22 255:11,21	continue 20:15,16 20:17 143:16 218:3 274:25 275:4,17,21 285:2 continued 3:1 4:1 5:1 8:1 9:1 10:1 89:14 90:4,8 94:6 121:15 275:6 293:24 continues 105:22 continuous 275:10 275:20 continuously 121:24 contract 51:11 89:13 90:19,20,21 91:2,4,14 92:3,7 95:25 98:8 100:21 101:8,13 114:13 122:17 contracted 97:15 101:17 112:11 150:10 contracts 51:8 100:22 101:14 contradict 212:23 contributed 44:25 45:20 contributes 281:22,24 contributions 87:3 control 297:21 controlling 142:20 191:21 conversation 53:23 57:1,3 144:4 255:20,21 255:25 256:5,8,23 256:24 257:6 261:8	conversations 54:1,4 144:2 257:11 259:5,18 coordinating 36:8 copies 52:23 74:18 98:3 copy 74:21 130:11 corner 76:20 corporate 3:8 corporation 4:7 correct 14:17 16:25 32:9,11 33:11 34:6,7 35:16 37:10 45:15 51:3 71:2 80:7 93:3 96:19 98:9 108:16 109:9 126:24 143:5 162:11 175:16 186:10 204:25 208:24 210:25 222:25 223:2 225:14 235:17 243:11 245:9 261:12 270:24 276:23 287:1 289:14 295:23 297:8 correcting 202:22 correctly 24:7 31:21 62:25 67:17 113:15 238:2 270:21 correspond 67:13 corresponded 245:7 corresponds 229:5 cost 35:11 36:14 38:15 64:13 99:23 114:13 115:6,10 125:21 127:14
--	--	---	--

[cost - dated]

Page 14

142:10 158:12	country 188:7	cpa 84:19,21	cycle 146:10
181:12,13,14	couple 23:1,3	crazy 246:23	151:11
182:12,22,25	54:19 107:20	create 293:24	d
183:4,18,22 184:4	197:25 212:22	created 165:21	d 4:14 5:2 6:1
197:10 201:3,3,5	228:19 281:8	211:9	84:10 207:4,5
201:17,22,25	course 15:24	credit 136:17	210:23 232:7
203:22 204:3	17:15 74:3 147:5	138:1,7,23,24	245:10,11 246:6
208:4 249:18	159:24 190:15	139:4 143:14	288:14
281:23,24	court 1:1,15 11:7	144:11,16 186:14	d.2 136:14
costs 29:19 64:7	11:10 13:11 14:25	261:18,24 263:17	d.2. 136:12
64:16 69:1,10	18:4 25:4,8,10	263:21,25 264:5	d.c. 3:4 5:4 11:21
127:4 128:19,25	61:3 70:3 210:15	265:2	daily 146:13,15,16
155:3 158:9	court's 129:11	credited 117:20	147:2 148:11
203:13 241:14	cover 89:1 95:17	credits 29:17,24	dallas 4:4
242:18 267:20,22	118:5 245:1	30:4 34:19 40:15	damages 39:2
269:1,10,20,24	coverage 32:17	127:4 139:24	48:24 49:7 50:3
270:4,11 278:2	33:14,21 48:2,5,13	140:15 141:6	69:10 94:18
counsel 2:7,12,18	51:3 56:15 80:13	261:14 262:3,7,11	161:17 162:6,10
2:23 3:11,18,23	85:22 86:8 88:1	262:13,24 263:2,3	162:23 170:21
4:6,11,17,22 5:6	89:8 90:12 91:19	263:5,13 265:9	174:6 194:7
5:12,17 11:8 14:3	95:13,17 98:15	266:7	197:10 268:3,21
18:6 21:16 23:8	188:24 218:14	cross 45:11 51:15	291:8,18
30:19,22,23 31:4	220:3 222:5	72:9 91:3,14 92:7	darn 275:16
31:14 38:21 40:7	225:11 230:25	96:20 129:6	data 24:1 27:10,19
41:12,15 53:7	239:15 244:13	286:22	52:6 63:6 85:22
59:14 85:10	coverages 51:23	crr 1:15 297:15	132:19 143:13
110:19 112:20,24	52:22	cschaffer 2:11	160:11 163:7
124:3 132:19	covered 48:23	culbertson 4:19	165:6 168:1,3
133:11 161:11,12	49:23 88:20 89:4	curious 84:11	257:1 258:19
191:2 200:23	89:4 93:21 95:23	246:9	date 67:3 78:4
215:12 227:12	96:5 99:23 108:7	current 229:1	138:18 148:5
250:15 254:2	108:9,14 125:5	currently 11:20	151:14 169:18
255:10 256:1,4	129:15 201:6	98:12 176:21	171:16 172:10,11
259:6 260:17	229:17 231:3,8	cut 94:23 136:10	173:8,12 175:1,8
270:14 284:23	233:19 239:16	227:13	176:2 177:1,2
286:2 294:1	242:23 267:4,8	cuts 214:25	207:25 244:14
count 199:17	277:17 295:16	cutting 94:10	253:5,6 262:18,21
268:14	covering 50:6	cvs 5:12 197:25	294:14
counted 238:1	151:8 153:7 206:4	241:15	dated 21:17 78:3
counteract 213:2	248:5	cwhorton 2:17	119:10 123:2
			169:15 191:8

[dates - description]

Page 15

dates 67:14 70:6 163:25 171:7,8 208:15 272:1 294:5	dealings 97:4 dealt 131:3 202:7 debit 148:2 dec 180:7	73:10,14 276:13 279:16 280:2 defendant's 274:7 274:23	dependency 91:10 dependent 24:6 89:3 219:3 dependents 32:25 76:9
day 12:1 13:15 15:21,22 41:13 55:21 58:21 83:8 83:8,16,16 84:17 84:17 104:5 138:19 147:8 148:4 158:9 209:11 221:4,6,11 221:15,17 253:12 296:8,9,11	december 47:21 79:21 237:3,5,12 274:24 275:3,9 decided 61:4 deciding 98:15 decision 197:5 deductible 112:7 113:21 182:3 185:8,10,12,15,16 201:10,11 217:11 217:13,19,20 219:1,6,23 220:1 221:25 222:3,5,12 222:19,24 223:4 223:12,22 224:2 225:7,19 226:5,16 226:20 227:10,25 232:13,18,19,25 235:2,7,8 236:25 237:6,7 238:1,5,22 238:24 239:5 241:6 242:23 243:13,16 245:2,3 245:12 247:15,18	defendants 3:11 7:3 10:3,8 21:18 36:24 37:4 38:6 56:4 64:22,22,23 64:23,24 71:6 73:6 88:19 200:9 259:10,18 271:12 271:16 274:4,10 274:12 285:15 286:12,19 287:9 287:16,19,20,23 287:24 293:14 defense 209:25 258:22 284:23 285:23 defer 67:24 169:21 define 188:10 defined 285:5 definition 125:1 218:10 282:2,12 284:24 285:1 289:13,18 definitions 280:4 284:15 degree 176:4 delay 38:19 deliver 65:19 delivered 221:12 delivery 158:17,20 221:5 demand 148:2 dental 36:1,3 76:5 139:16 140:4,7 149:23 247:3 denying 210:8,22 depend 181:2 211:8	depending 105:18 113:21 182:4 219:22 232:1 depose 169:23,24 282:23,24,24 deposed 89:19 276:6 deposition 1:5 7:4 11:4 12:7,11,18 13:6 14:3,14,24 16:13,16 18:15,21 21:19 22:24 28:14 30:13,23 31:7,11 32:2 38:8 41:12 77:6 83:21 84:12 122:21 123:4 161:5 190:16 215:22 261:22 280:15 286:9 296:22 depositions 246:24 desc 178:13 186:20 describe 32:22 50:17 55:17 153:17 154:23 252:8 277:23 292:23 described 24:5 31:22 80:13 177:2 describes 77:22,22 77:23 description 7:2 8:2 9:2 10:2 77:20 119:6 179:1 231:19
day 12:1 13:15 15:21,22 41:13 55:21 58:21 83:8 83:8,16,16 84:17 84:17 104:5 138:19 147:8 148:4 158:9 209:11 221:4,6,11 221:15,17 253:12 296:8,9,11	december 47:21 79:21 237:3,5,12 274:24 275:3,9 decided 61:4 deciding 98:15 decision 197:5 deductible 112:7 113:21 182:3 185:8,10,12,15,16 201:10,11 217:11 217:13,19,20 219:1,6,23 220:1 221:25 222:3,5,12 222:19,24 223:4 223:12,22 224:2 225:7,19 226:5,16 226:20 227:10,25 232:13,18,19,25 235:2,7,8 236:25 237:6,7 238:1,5,22 238:24 239:5 241:6 242:23 243:13,16 245:2,3 245:12 247:15,18	defendants 3:11 7:3 10:3,8 21:18 36:24 37:4 38:6 56:4 64:22,22,23 64:23,24 71:6 73:6 88:19 200:9 259:10,18 271:12 271:16 274:4,10 274:12 285:15 286:12,19 287:9 287:16,19,20,23 287:24 293:14 defense 209:25 258:22 284:23 285:23 defer 67:24 169:21 define 188:10 defined 285:5 definition 125:1 218:10 282:2,12 284:24 285:1 289:13,18 definitions 280:4 284:15 degree 176:4 delay 38:19 deliver 65:19 delivered 221:12 delivery 158:17,20 221:5 demand 148:2 dental 36:1,3 76:5 139:16 140:4,7 149:23 247:3 denying 210:8,22 depend 181:2 211:8	dependency 91:10 dependent 24:6 89:3 219:3 dependents 32:25 76:9 depending 105:18 113:21 182:4 219:22 232:1 depose 169:23,24 282:23,24,24 deposed 89:19 276:6 deposition 1:5 7:4 11:4 12:7,11,18 13:6 14:3,14,24 16:13,16 18:15,21 21:19 22:24 28:14 30:13,23 31:7,11 32:2 38:8 41:12 77:6 83:21 84:12 122:21 123:4 161:5 190:16 215:22 261:22 280:15 286:9 296:22 depositions 246:24 desc 178:13 186:20 describe 32:22 50:17 55:17 153:17 154:23 252:8 277:23 292:23 described 24:5 31:22 80:13 177:2 describes 77:22,22 77:23 description 7:2 8:2 9:2 10:2 77:20 119:6 179:1 231:19
days 180:12,16 198:12 221:12 de 2:15 deal 130:21 160:13 264:12 dealer 12:14 dealers 8:9,13,17 8:21 9:3,8,13,18 18:14,23 19:3 49:3 50:13 75:17 75:25 81:24 218:19 dealership 33:9 36:7 51:22,25 52:2 86:20 89:6 89:10 218:18,21 218:24 224:9 232:1 dealerships 32:24 33:5,13 34:11 36:9 49:21,22 50:21,22 56:16,17 76:7,8 80:16,21 82:11 86:15,25 224:4 232:3 dealing 55:14 140:10 143:20,21	december 47:21 79:21 237:3,5,12 274:24 275:3,9 decided 61:4 deciding 98:15 decision 197:5 deductible 112:7 113:21 182:3 185:8,10,12,15,16 201:10,11 217:11 217:13,19,20 219:1,6,23 220:1 221:25 222:3,5,12 222:19,24 223:4 223:12,22 224:2 225:7,19 226:5,16 226:20 227:10,25 232:13,18,19,25 235:2,7,8 236:25 237:6,7 238:1,5,22 238:24 239:5 241:6 242:23 243:13,16 245:2,3 245:12 247:15,18 deductibles 113:11 185:4,5,21 204:17 218:2 224:6,18 225:23 227:1 238:7 239:25 240:23 243:23 deemed 104:6 defendant 3:18,23 4:6,11,17,22 5:6 5:12,17 37:25 66:13 71:23 72:2 72:5,10,15,19	defendants 3:11 7:3 10:3,8 21:18 36:24 37:4 38:6 56:4 64:22,22,23 64:23,24 71:6 73:6 88:19 200:9 259:10,18 271:12 271:16 274:4,10 274:12 285:15 286:12,19 287:9 287:16,19,20,23 287:24 293:14 defense 209:25 258:22 284:23 285:23 defer 67:24 169:21 define 188:10 defined 285:5 definition 125:1 218:10 282:2,12 284:24 285:1 289:13,18 definitions 280:4 284:15 degree 176:4 delay 38:19 deliver 65:19 delivered 221:12 delivery 158:17,20 221:5 demand 148:2 dental 36:1,3 76:5 139:16 140:4,7 149:23 247:3 denying 210:8,22 depend 181:2 211:8	dependency 91:10 dependent 24:6 89:3 219:3 dependents 32:25 76:9 depending 105:18 113:21 182:4 219:22 232:1 depose 169:23,24 282:23,24,24 deposed 89:19 276:6 deposition 1:5 7:4 11:4 12:7,11,18 13:6 14:3,14,24 16:13,16 18:15,21 21:19 22:24 28:14 30:13,23 31:7,11 32:2 38:8 41:12 77:6 83:21 84:12 122:21 123:4 161:5 190:16 215:22 261:22 280:15 286:9 296:22 depositions 246:24 desc 178:13 186:20 describe 32:22 50:17 55:17 153:17 154:23 252:8 277:23 292:23 described 24:5 31:22 80:13 177:2 describes 77:22,22 77:23 description 7:2 8:2 9:2 10:2 77:20 119:6 179:1 231:19

[descriptions - document]

Page 16

descriptions 46:9 187:1	developments 277:21	disagree 282:10	district 1:1,2
design 133:20	diabetes 94:3	disclose 130:22	divides 169:13
designate 176:8,12	diabetic 239:21	disclosed 67:16 68:9,17,18,21,23	divulge 254:1
designated 1:9 10:13 18:13 26:3 43:15 118:7 148:3 165:17 166:22 171:21 190:11 205:18 215:16 216:15,20 244:6 245:24 246:16 248:1 282:25	dialogue 20:23	68:23 130:23	doc 177:4
designating 250:12	dictate 96:11	disclosure 68:19	doctor 94:4,5,18 195:18 221:11 222:10 250:3,7,12
designation 77:1 223:22 250:7	dictates 230:6	disclosures 34:13	doctor's 108:12
designee 18:15 19:13 22:12,24	differ 88:1 181:16	discount 155:17 157:9	doctors 150:15
detail 24:9 67:22 68:5 110:16	difference 75:13 126:12,16 127:1,3 179:23 230:3	discounts 116:15 116:19 135:12,18 155:6,7,8,9,17,20 156:23 157:14	document 10:11 21:3,12 22:2 26:2 26:8,9 27:3 41:21 41:22 42:1 43:14 43:18,21 44:11,18 45:8 46:6 49:17 49:24 50:3,14 59:6,20 60:7,10,13 61:15,17 62:4,10 62:13 65:22 70:10 76:16,21 77:16 78:1,3,5,7,8 79:1 79:19,22 91:15 93:13 98:11 108:18 110:24 114:21 118:6,10 119:22 123:4 130:3 131:14 142:20 145:15 149:23,25 152:25 153:2,6,7 154:2 161:7 165:1,16 166:21,25 167:5 167:16 171:9,20 176:8 189:18,19 190:10,24 191:11 191:17,19,23 192:19 199:3,18 202:17 205:17,22 205:25 206:8,20 207:8,9 208:15 218:14 219:11,15
details 18:10 129:12 224:1	differences 248:12	discovery 77:5	
determination 163:18,22 211:2 211:21	different 19:9 26:14 33:1 35:12 49:13 63:13 79:12 110:10 123:2 131:2 140:5 148:24 155:1,2 156:10,11 172:7 181:21,22 199:7 213:1 217:9 230:1 239:7 249:4	discuss 28:13	
determine 119:7 163:9 183:13 266:18,22 267:1 267:15	differently 123:2 156:1 172:6	discussed 144:7 246:7 256:3 257:7 258:8,9 259:9	
determined 114:12 181:25 211:4	difficult 15:1,3	discussion 13:23 91:7,8 113:4 192:8 217:2 259:12 261:22,24 280:24	
determines 108:22 113:17	difficulty 111:25	disease 93:10	
determining 18:5 99:2,3	diligent 274:6	diseases 94:2	
developed 164:25 165:1 194:25	dime 168:10	dispense 157:20	
development 24:3 99:10 156:5	diovan 71:8 205:6 205:7,12 206:18 207:20	dispensed 107:24 108:13,24 135:6	
	direct 81:21 107:19 286:23 288:14 297:21	dispensing 155:8 157:16,18,24 158:12,22	
	directed 271:16	disposed 193:9,15 266:19	
	directly 101:9 108:13 109:12 110:5 135:7 248:20	dispute 148:17	
	disability 35:25 76:6 124:24	disputes 148:21	
		disputing 211:17	
		distributed 279:16 279:25	
		distribution 30:1	
		distributor 101:3 109:1	

[document - dorner]

Page 17

221:20 224:16,21	dorner 3:2 6:4	107:15,18 109:17	178:1 179:13
224:24 225:2,13	11:17,19 13:20	110:9,13,17,21	184:9,11,23 186:3
227:8 231:12,15	14:1,18,21,22	111:12,19,22	186:19 187:7
231:18 235:25	20:21 21:7,11,22	112:3,18,22 113:1	189:12,20,23
236:3,5 240:9,12	21:25 23:10,15,16	113:7 114:6,8	190:8,13 191:3,5
240:14 244:5,9	23:19,21 25:1,4,9	116:2,8,11 117:2	191:12 192:1,13
245:23 246:15,25	25:17,24 26:5,12	117:14 118:2,9,16	193:22 194:11,17
247:25 251:21,23	26:19,21 27:5,8,22	118:18 119:13,17	196:12,19 197:2
271:4,8,12 272:10	27:23 28:16 29:7	120:14,17 121:17	197:15,22 198:6
272:21 273:2,5,11	29:13,15 33:17	122:10 124:11,13	198:11,23,25
278:23,25 280:8	35:1,5 38:23,25	124:25 125:3	199:11,13 200:4
280:14 288:6,8	39:5 40:5,10,25	127:16 128:10,15	200:12,13,18,22
289:5	41:8,19,24 42:4,6	129:18,21 131:18	201:12,14 202:2
documentation	43:12,17,25 44:7	131:19 133:6,13	203:18 204:2
51:1 121:21 294:6	46:23 47:1 48:16	134:22 136:4,10	205:1,2,16,20
294:20	48:19 49:12,18	136:13 137:1,4,21	206:7,9 207:16,21
documents 10:5	50:7,10 54:17,22	137:22 138:14,17	207:24 208:12,23
23:3,6 26:8 30:5	55:11,23,25 57:18	139:22 140:8	209:1,7,20,25
31:9,13,14,15,17	58:1,10 59:4,8,17	141:11,24 142:2,5	210:2,13,19
31:22,23 32:1	59:23 60:2,16	142:24 143:1	211:10,22 212:25
37:7 44:15 45:3	61:11,18,22 62:1,9	144:19 145:6,9,11	213:6,13 214:21
50:18 51:19 52:17	62:17,20 63:23	145:25 146:2,9,11	215:11,24 216:2
57:6 77:4 78:17	64:12,19 65:12	147:22,25 149:15	216:10,16,23
85:12,14 91:21	66:2,16,23 68:14	150:8,18,25 151:4	217:5 219:9,13
114:1 122:21	69:5,20,23 70:8,12	152:11,12,20,22	220:9,11 221:19
190:16 202:17	70:19,23 74:8,10	154:5,8,14,17	221:23 222:13,16
224:15 226:23	75:8,10,22 76:14	157:6 159:7,12	223:6,9,17,20
227:6 240:2	76:18,22,24 77:13	160:1,4,10,25	226:3,11,13
271:13,24 274:1,7	77:15 79:7,18	161:3,22 162:14	227:15,21 228:17
274:8,9,19,23	80:4,9,11 81:17,18	162:20 163:2	228:21,24 229:8
275:1,2,5,18,22	82:20 85:18 86:1	164:9,18 165:4,13	229:11 230:10,14
277:22	86:3 87:19,22	165:19 166:19,24	231:10,14 233:6,8
doing 39:10 43:6	88:24 89:21 90:2	167:7,11 168:11	233:15,16 234:6,8
146:5 293:3,16,17	90:23 91:1 92:10	168:18,19,24	234:12,14,20,22
dollar 172:2 208:7	92:14 93:4,7	169:7,11 170:11	235:23 236:2,20
dollars 53:10 70:6	94:22 95:1,5,21	170:18,25 171:4	236:23 238:18,20
135:24,24 148:12	97:6 98:18,21	171:17,23 173:1	240:7,11 241:9,12
180:24 182:13	99:16,20 101:20	173:14,16,25	242:5 244:2,8
183:17	102:12,14 103:24	174:2,11,17,21,24	245:21 246:2,13
domain 40:14	104:1,10,13,25	175:13,20 176:13	246:18 247:23
	105:14 106:7	176:15 177:10,15	248:3,15,17

[dorner - effective]

Page 18

249:10,19 250:13 250:17 251:2,10 251:19,22 252:2,7 253:10,15 254:9 254:13,19 255:1,5 255:9,18 259:3 260:25 264:20 267:6,10,11 268:9 268:13,16,24 269:12,17,18,23 270:3,9,16,17,25 271:6 272:18 273:4,17,18,22,24 274:15,17 275:11 275:14 276:1,3 277:3 278:18,22 279:7,9 280:9,18 281:3,16 282:5,21 283:5,14 284:6,13 285:6,14,17,22 286:15,21,23 287:2,25 288:20 289:1,15,25 290:6 290:22 291:12,20 292:2,10,14,15 293:5,13,21 294:13,24 295:7 295:10,20,25 296:4,7,14,17 dosage 203:6 dose 280:1 double 221:8 doubt 194:13 195:22 216:16,17 228:12 249:11 drafting 60:7 drafts 123:17 draws 149:6 drew 3:2 11:19 13:17 112:14 154:7	drill 226:18 drive 3:15 driving 246:23 drug 8:8 32:17 41:3 48:5,13 50:19 52:16,19 56:15 67:2 71:20 73:18,22 74:4 78:8 88:20 95:7 95:23,24 96:1 108:8,10,25 114:13 115:10 116:16 120:12 125:11 128:2 133:17 135:5,6 136:17,20 137:25 138:5,6,22,24 139:5,8,23 140:15 141:6 143:8,10,14 143:17,23 144:3,7 145:2,20 157:20 158:8 159:15,18 159:24 163:21 179:16 185:8 188:8 203:13 206:19 220:17,21 220:22,24 223:18 233:18,20 241:14 242:9 260:16 264:17,23 279:14 279:23 drugs 18:8 28:10 40:20 64:2 66:25 72:19 85:23 93:15 95:3,8,14 96:5 98:16 99:2,3,24,25 99:25 100:2 102:18,19 103:6 107:16,24 108:13 113:13 114:10,12 115:20 117:23	127:4 129:15 135:6,13 149:11 150:20 155:21 185:13 195:15 206:12 209:12 212:6 214:6 220:13 222:4,6 223:23 224:18 225:7,19,24 226:21 228:1,8,9 228:13 233:14,18 241:11 248:22 250:1 260:12,13 265:17 267:17 291:25 294:19 dtdorner 3:5 duane 3:2,7 11:20 duanemorris.com 3:5,10 due 148:3,5 dues 34:8 duly 11:14 duplicate 112:17 duties 82:6,16 129:23 277:7,14 277:19 duty 29:3	245:11 251:24 252:23 257:18 261:21 270:18 276:4 278:23 281:22 286:9,11 289:12 291:8 294:4 earliest 173:11 early 57:5 easier 123:1 296:20 east 5:9 57:19 215:3 easy 151:3 economic 7:8 36:24 59:13 271:14 287:8 editorializing 121:8 edt 1:19 educate 27:9,12,18 28:3 educated 291:1 educating 259:19 education 36:7 224:8 efeldman 4:10 effect 30:6 78:13 79:2 121:11,22 130:18,25 133:21 144:10 154:2 218:1 237:21 256:20 effective 9:6,11,16 9:21 41:3,5 78:4 88:5 99:23,24 119:19 120:22 121:2,24 123:12 138:18 154:22 209:13 210:5,9,18 210:22,24 211:4
		e	
		e 2:1,1,9 3:21 5:20 5:20 6:1 7:1 17:10 17:14,17,23 46:15 53:5,6 210:23 252:6 269:6 297:3 e.1 252:8 earlier 21:17 86:11 124:20 157:25 161:5,9 180:19 186:11 199:2 209:9,15 224:24 230:5 236:13 238:17,21	

[effective - exhibit]

Page 19

211:25 212:9,19 231:20 237:1 292:4 effects 211:12 213:2 214:1 efficacious 213:16 efficacy 214:19 effort 275:20 either 20:15 84:11 88:7 107:3 123:23 132:19 186:12 198:1 225:17 276:12 electronic 52:15 52:18 eligibility 89:14,16 90:4,4,7,8,15 91:18 107:2 eligible 86:4,8 87:21 88:2,8,12 90:15 91:23 105:11 218:8,14 eliminated 237:8 elizabeth 2:3 ellie 4:2 208:13 ellie.norris 4:5 emigrated 188:16 employed 91:9 employee 8:10,18 87:10 89:7,9 90:12 91:22 105:16,18,22 106:9 176:25 177:2 202:21 218:21 219:4 236:22 employee's 105:20 202:13 employees 31:20 32:24 36:7 49:22 50:22 51:22 76:8	76:9 86:4,5 87:8 88:12,19 107:4 140:25 149:1 219:3 224:4 employer 86:6,8 86:22 283:25 employers 80:15 80:15,19 86:10,12 87:1,4 encourage 94:3,6 99:22 100:15 encouraged 100:7 encouraging 100:11 ended 121:10 237:3 ends 111:5 160:18 192:6 251:7 engage 18:3 enjoyable 296:10 enjoyed 104:7 enroll 87:11 107:5 153:21 enrolled 106:17,21 149:1 enrollment 23:4 84:5 90:11,13 91:21 140:6 148:24 153:23 enrollments 36:4 ensure 104:21 entered 101:8 131:23 278:4 entire 60:13 61:17 103:9 187:6 237:23 238:1 entirety 43:22 entities 19:9 47:3 109:14 279:11 280:6 281:10 283:17	entitled 1:13 259:6 288:12 entity 19:24 75:19 92:4 278:7 282:14 283:2 285:8 entries 199:25 200:15 entry 164:13 equal 56:17 equinby 2:6 equivalent 71:7,7 249:4 erisa 224:16 especially 15:3 60:14 285:20 esquire 2:2,3,3,9 2:15,20 3:2,7,15 3:20 4:2,3,9,14,19 5:2,8,15 essential 8:8 220:21,22,24 233:18,20 essentially 42:15 108:5 126:12 139:11 166:16 221:7 241:4,7 243:6 248:4 274:18 293:17 established 80:14 87:10 98:23 estimate 136:18 136:20 estimated 136:16 138:11 estimates 138:5 et 36:10 38:5 46:3 79:10 91:10 96:9 166:3 274:5 ethan 4:9 evaluate 134:18 136:22	event 263:7 everybody 109:24 111:13,15 130:20 160:25 208:13 evidence 260:24 297:6 ex 7:18,23 exact 151:14 167:5 173:11 256:22 exactly 139:8 174:14 180:8 246:5 256:15 257:18 261:23 examination 22:3 22:9 286:22,24 examined 11:14 example 42:20 89:2 158:5 160:6 182:8 188:23 221:21 222:25 examples 228:20 247:6 291:19 excel 7:14,20,23 8:3,4 169:13 exception 79:9 80:2 250:3,12 exchange 38:18 exclusions 108:3 108:17 excuse 17:15 19:8 34:5 62:18 79:20 88:3 96:25 99:13 112:14 122:12 152:4 184:21 188:8 189:9 209:16 226:21 229:23 235:20 268:5 269:3 274:1 exemplar 66:25 exhibit 7:3,5,6,7 7:10,12,14,20,20
--	--	--	---

[exhibit - fee]

Page 20

7:23 8:3,4,8,9,13 8:17,21 9:3,8,13 9:18 10:3,6,11 20:1 21:3,8,21 25:24 26:2,7 27:6 27:11,19 38:22 41:19,22 42:16 43:11,13,14 44:21 59:4,6 75:8 76:14 76:16 93:22 94:17 95:18 118:3,3,6 122:25 127:18 142:7 161:2,4 163:4 165:13,14 165:16,20,21 166:20,21 167:2,6 167:15 168:1,2,2,5 168:14,15 169:4 171:17,20 172:5 190:8,10,23 192:15 196:8 198:21,21,24 199:12 200:15,16 200:18,20 201:4 201:13 205:16,17 207:22 208:16,19 215:16,18,20 216:7 219:9,11 220:22 221:1 225:1 228:21 231:10,12 235:23 235:25 238:12,15 240:7,9 244:2,5 245:22,23 246:13 246:15,24 247:23 247:25 248:13,16 250:13 251:19 270:15 271:1,4 272:25 273:2 276:1 278:18 281:6 286:6,9	294:4,4 296:18 exhibits 8:1 9:1 10:1,13 120:16 204:7 216:14 217:8 247:4 exist 128:7 existed 123:23 129:10 expand 294:18 expanded 77:20 expansive 49:24 expect 168:8 173:10 expense 150:17 237:25 expenses 34:13 35:8,12 232:18 237:4 expensive 184:5 expert 106:1 174:9 268:7 290:7 expiration 67:14 163:25 explain 75:13 155:23 224:3,7 232:12 explanation 68:5 81:1 113:25 137:25 explanatory 177:1 express 4:17 97:8 97:11 101:22 103:19 256:24 257:3 extended 78:25 120:6 121:5 134:17 extent 23:11 45:3 51:1 75:16 90:10 91:20 107:3 108:21 109:19,22	112:6 130:24 132:9 133:1,6 141:13 218:20 221:1 272:19,23 283:17 294:18 295:1 f f 2:3 49:2,25 84:23 297:3 face 78:3 facilities 35:9 fact 7:6,19 24:2,18 25:13 26:7 41:4 44:19,21,25 45:24 46:18 56:9 104:7 133:20 144:3 161:24 178:5 197:7 198:23 200:25 212:18 213:8 217:25 225:25 228:20 251:24 272:10,14 factfinding 60:24 factor 158:11 factored 185:16 185:22 204:20 facts 260:24 failing 159:5 fair 19:4 30:3,9 43:1 48:13 88:7 98:6 152:20 185:7 187:2 201:11 246:12 fairly 86:19 177:9 faith 136:18 fall 182:4 252:13 253:5 falling 159:17 falls 179:18 181:24 230:6 241:25 242:6	familiar 24:17,22 25:11 30:8 65:4 65:13 66:5 71:13 104:17 115:2 205:6 285:7 familiarize 28:4 29:3 43:4 192:15 281:5 families 287:9,15 fantastic 70:22 far 11:24 30:12 147:20 166:10 177:7 199:19 206:5 fast 14:7 76:23 138:16 142:4 278:19 faster 41:17 fault 70:14 fda 41:2 67:5 69:15 95:8 195:14 195:18,23 211:1,3 211:4 266:2 289:22 290:20 fda's 67:13,17 68:10 69:3 163:11 211:20 february 121:9,12 138:20 142:11,21 145:1 151:8 154:23 federal 18:16 88:4 113:17 181:24 185:11 232:23 235:11 243:11 federally 243:2 fee 34:10 93:2 139:12 148:25 157:16,18,24,24 158:12,22 186:13
---	--	--	---

[feel - form]

Page 21

feel 43:5	find 46:8 75:4 96:8	262:14 271:12	foregoing 297:7
fees 87:12 144:2	121:23 123:10,19	273:10	297:19
144:12 155:8	129:12 142:3	five 12:22 32:21	forget 25:5 111:15
201:10	209:24 224:1	32:24 43:12 57:22	forgetting 204:19
feldman 4:9	225:22 272:3,16	57:23 58:1 59:24	forgive 90:8
felt 115:17	272:17 274:8	111:1 215:2	120:15 121:8
fewer 159:23	finding 266:23	262:19,19,22	139:2
figure 185:22	findings 278:5	fix 11:25 99:13	form 24:24 25:16
208:7 246:19	finds 275:2	flaherty 1:23 2:2	28:15 33:16 34:25
262:16 284:15	fine 44:6 66:22	124:2 252:21,24	35:4 39:4 40:1,23
figures 184:16	87:25 95:4 104:16	255:11 286:2	41:7 49:9,15 55:8
186:14	110:14 111:3	flaherty's 16:22	59:16 60:11 61:10
file 146:22 295:17	113:1 119:9	flip 143:7 201:4,12	61:21 62:5,15
filed 59:14 61:9	125:25 127:23	280:16	63:22 64:10,17
62:13 70:3,10	128:17 190:2	flipping 94:17	65:10 66:1,14
271:20 276:15	209:22 219:1	floor 4:20 5:15	69:4,18 73:18
files 163:4 194:19	222:15 280:18	florida 2:16 3:9	75:16 79:5,16,25
271:25 272:3	finish 15:8 16:6	62:24 63:16	82:9,17 84:20
275:7 295:21	finished 280:1	flow 148:12	85:17 88:21 90:13
filing 72:7,17 73:4	finishing 193:16	focus 36:11 62:21	94:20 95:19 96:23
76:11 266:1	firm 11:6,8,19	70:24 74:11 92:11	101:18,23 104:24
fill 103:1 156:15	14:12,16 84:19,21	93:5 103:12	105:9 106:4
156:16 163:10	84:22 85:1 252:22	107:16 111:14	109:15 110:7,11
164:14 175:4,9	first 7:3 10:3,8	129:19 131:20	115:25 116:24
250:1,5	11:14 12:3 25:6	133:14 137:25	117:10 121:14
filled 67:2,3	26:1 39:24 45:9	153:15 155:8	122:8 127:11
172:10,13,22	47:19 48:17,20	211:14 217:7	129:16 133:4
173:3,6,22 175:2	56:5 57:22 59:24	274:22	134:20 135:25
177:2 208:2,10	89:15 91:22 95:2	folks 45:18,19	138:6 139:20
241:16	95:3 99:21 119:14	188:15	140:3,24 141:9
filling 177:3	119:16,18 120:20	follow 206:5	144:15 149:13
fills 158:6 199:8	121:10 131:20	226:23 280:13	150:5,14,24 157:4
film 250:22	132:6 134:6 137:2	following 107:22	161:18 162:12,17
final 167:24	138:7 152:19,21	129:4 148:4 201:2	162:25 164:6,15
finalize 123:15	152:24 161:14	237:7 263:1	165:2 167:5 170:9
finalized 123:18	176:1 188:24	follows 11:15	170:15,23 171:2
finally 15:16 166:6	192:21 195:9	25:10	171:14 172:25
247:17	199:24 206:4	font 20:2	174:8,16,19
finances 84:16	207:11 218:17	footnote 66:21	175:11,17 176:6
financial 116:13	232:18 247:9	67:9,9 68:6	177:23 179:11
137:7	257:25 258:12,13		184:7,20 186:1,16

[form - given]

Page 22

187:3 190:5	233:25 241:24	272:22	94:16 102:7
193:17 194:8,14	242:3,7 248:18,20	fully 35:24 124:20	117:23 134:12
196:9,16,25	forth 127:15	124:21,23 283:21	137:5,9 152:15
197:12,20 198:4,9	129:24 136:17	283:23,25 284:5	153:17 157:24
200:3,6 201:23	forward 41:11	284:11,16 297:6	197:21 230:24
203:15,24 207:12	49:8 56:16 95:22	fund 36:1 80:14	233:22 249:4
209:17 211:7,19	144:3 195:11	funded 34:4 80:14	256:16,23 259:7
212:21 213:4,11	238:24 257:24	124:16,17 284:17	263:6 277:17,23
226:1,7 228:15	268:15	funds 36:10 80:20	generic 71:7 99:25
242:1 249:7,15	found 40:8 145:14	116:17,21 117:7	155:6,21 157:9,14
253:8,13 268:23	175:1 266:16	furnish 133:16	158:6,8 178:16,17
269:11,21 270:1,7	foundation 79:16	further 20:11	178:24 179:1,3,21
270:12,22 280:7	163:1 164:7	75:20 98:19	181:20 228:11
280:17 282:3,16	175:19 176:7	103:23 104:2	250:1,2
283:12 284:2,9,22	177:24 203:16,25	110:23 135:2	generics 159:10
290:6 294:9,23	207:13 249:8	154:16 229:19	179:1
295:14,24	254:19 264:18	292:13 296:1,2	geoffrey 4:19
formal 50:14	277:1 290:7	future 269:24	gerrity 2:3
formatting 26:13	four 12:22 188:24	g	getting 42:10
formed 82:10	206:15 217:9	g 9:6,16 46:15,15	45:19 50:2 64:6
forms 34:11 82:15	218:19,21,22	245:15,16 246:10	67:23 111:13
90:11 229:13	231:1 269:13	247:21,21	122:25 144:11
230:16 231:1,3,7	fourth 116:10	gagne 46:11 83:24	146:4,6 150:10
formularies 71:5	147:7 234:21	84:2,4,11	160:11 167:18
74:19 98:7,10,14	franchise 75:25	gap 121:9	186:4 196:23
99:10 133:21	frankly 67:21	gather 285:19	209:1 216:4
207:18 231:7	free 43:5 108:13	gcoan 4:21	250:19,19 254:22
234:3	280:15	gears 209:8	258:16
formulary 71:13	frequency 151:18	gen 182:18 187:2	ghansel 2:5
71:16 74:6,21,22	friday 1:19 15:22	187:10,14	give 19:23 24:9
75:1 96:6,8,11,15	front 190:19	gender 177:1	26:18 94:10
96:18,21 97:1	191:18,19 232:16	general 34:20 39:7	115:17 136:2
98:2,4 133:17,18	fulbright 4:2	65:15 70:4 78:10	152:24 162:9
133:19,21,25	fulfill 137:8	79:6,8 80:1	215:13 262:21,23
134:2,5,9,11,19,24	277:19	102:20 114:4	269:12 282:19,23
178:13,15 205:12	full 69:16 86:5	153:3 154:4	285:17
206:4 207:11,15	89:9 102:18	159:16 262:2	given 11:22 12:7
207:20 208:9	105:16,22 107:4	generally 22:23	46:17 60:19 63:18
220:23,25 221:2	161:15 162:4	30:8,21 40:7	108:6 123:14
228:9,20 229:5,13	187:11,12,12,22	41:14 42:8 56:1	126:2 139:23
229:20,23 233:23	194:5 204:3	71:15 77:6 91:13	164:16,19 179:6

[given - guaranteeing]

Page 23

191:15 193:20 272:7 280:12 285:4 giving 15:6 155:18 glad 91:11 glitch 227:23 go 13:5,18,20 14:6 16:7 18:18 20:1 20:23 21:7 23:18 26:19 27:5,5,6 28:7 29:13 30:3 33:2 35:11 40:6 41:19 43:12,13 44:3,4,6 46:23,24 48:16 50:7 52:23 54:17 55:23 60:1 62:17,19,19 63:11 63:11 66:16 69:20 70:12,20 72:5 74:8 77:13,14 80:9 82:19 86:1 87:19,21 90:23 91:9 92:10 93:4 95:1 98:18 99:16 102:12 105:23 106:11 107:4,15 110:17,24 111:13 112:25 114:6 116:8 117:15 118:2,3,4,5 119:13 119:14 120:14 121:2 124:11,25 125:10 128:10,14 129:18 131:8,13 131:18,22 133:14 135:3 136:11 137:1,21 138:16 138:22 142:2,13 142:14,24 145:9 145:19,25 146:9 147:20,22 150:25	151:10 152:11 154:5 156:21 159:7 160:2,3,15 160:15 161:1 165:13,14 169:4,9 170:7 171:17 172:9,20 173:14 174:1,21,22,23 177:13,14,21 183:3,16 184:9,15 190:8 191:3 192:2 197:25 198:20 199:1,17 200:19 201:13 202:10 205:1,16 206:7,16 207:21 209:22 214:23 215:1 216:17,23 219:9 220:9 221:19 222:13 223:6,17 224:20 227:14 228:6,19,23 230:10 231:10 232:18 233:7 234:6,20 235:23 240:7 241:9 244:2 245:21 246:13,23 247:23 251:4 252:5 254:5 271:1 272:16,25 273:17 274:15 275:15 278:19 279:7 280:18 288:7,8 289:5 goal 58:23 goals 128:1 goes 98:25 108:11 131:25 167:22 171:1,3 206:14 224:11 246:11	going 11:1,25 12:2 13:22 14:6,19,23 15:1,5,17,20 17:14 18:20 19:23 21:1 22:8,13 23:17 39:21 41:11 42:7 51:7 52:13 56:13 57:8,19 58:3,20 59:9 77:6,9 87:25 94:9 95:22 99:13 110:22 111:5 113:3 114:3 122:2 126:1 127:18,21 127:24 136:4 143:9 144:2 155:1 160:10,12,13,18 172:18 177:11 181:1 183:5 192:6 204:15 206:21 208:20 214:23,24 215:6 216:10 217:1 218:24,25 221:15 227:17 238:24 244:23 245:15 250:21 251:1,7 255:7 261:14,17 262:15 263:21,24 264:11 277:12 280:23 285:1 294:20 296:16 good 11:18 14:8 32:23 39:11,14 48:18 57:21 88:16 136:18 154:6,16 156:24 160:14 226:12 229:10 251:3 277:18 gordon 5:14 gotcha 107:14 183:8,8	gotta 260:11 gotten 16:5 governed 79:22 134:3 232:23 governing 78:8 government 113:17 181:24 governmental 280:5 281:10 282:14 283:2,16 gpi 177:8 grant 5:15 great 43:3 56:19 58:1 147:4 166:19 218:8 219:8 248:6 269:17 greenberg 3:14 greg 23:10 61:18 61:19 111:19 176:13 189:13 191:13 200:5 208:13 210:1 216:17 226:11 254:10,19 255:2 267:6 268:13 269:12 283:6 286:1 gregory 2:2 group 7:10 49:4 80:14,15,19 86:8 95:12 96:5 113:12 124:16 188:23 283:21,25 gtlaw.com 3:17 guarantee 159:13 226:10 guaranteed 155:10,12 guaranteeing 226:4
--	---	--	--

[guarantees - health]

Page 24

guarantees 153:17 153:18 154:1,20 159:5 guess 22:6 23:10 47:23 48:6 52:25 53:19 54:6 63:8 70:24 72:11 82:8 94:1 105:2 108:12 115:16 116:9 117:4,11 118:4 119:2 121:12 131:12 132:9 133:8 139:14,17 157:2 158:4 169:21 170:16 177:6 179:12 183:25 184:1,2 186:13 192:22 209:1 222:4 226:19 230:25 237:20 244:18 255:1 257:23 262:21 264:9 267:21 283:16 284:14 guessing 244:22 gull 167:10 guys 136:11	hand 51:2,19 76:20 189:6 197:24 236:25 260:3 266:20 handle 216:24 handled 83:10,10 83:18 97:1 103:18 114:18,19 117:12 258:10 259:13 handles 46:8 83:25 84:4,7 handling 36:4 152:9 hands 249:20 267:2 handwritten 119:20 hannaford 241:15 hansel 2:2 6:5 18:6 23:14 24:21 25:16 27:21 28:15 29:5 33:16 34:25 35:4 39:4 40:1,9,23 41:7 43:10 49:9 49:15 55:8 59:16 60:11 61:10,16,21 62:5,15 63:22 64:10,17 65:10 66:1,14 68:12 69:4,18 75:15 79:5,15,25 82:17 82:19 85:17 88:21 89:18,23 94:20 95:19 96:23 101:18 104:24 105:9 106:4 109:15 110:7,11 111:21 112:14 115:25 116:24 117:10 121:14 122:8 127:11	129:16 133:4 134:20 135:25 139:20 140:3 141:9,22 144:15 149:13 150:5,14 150:24 152:18 154:6,11 157:4 161:18 162:12,17 162:25 164:6,15 165:2 168:7,11,17 168:22 170:9,15 170:23 171:2,14 172:25 174:8,16 174:19 175:11,17 176:6 177:23 179:11 184:7,20 186:1,16 187:3 189:9,14 190:5 191:10,14 193:17 194:8,14 196:9,16 196:25 197:11,20 198:4,9 200:3,7 201:23 203:15,24 207:12 209:16,23 211:7,19 212:21 213:4,11 216:13 216:19 226:1,7,9 228:15 242:1 249:7,15 253:8,13 254:7,11,17,23 255:4,13 258:23 260:23 264:18 267:4,8 268:5,23 269:11,15,21 270:1,7,12,22 277:1 280:7,11 281:11 282:3,16 282:23 283:3,7 284:2,9,22 285:15 285:24,25 286:2,5 286:7,17,22,25	287:4,6 288:1,5,10 288:22 289:4,8,17 290:2,15,25 291:14,24 292:6 292:12,25 293:8 293:19 294:9,22 295:5,8,14,24 296:2 happen 17:23 happened 30:9 53:21 171:12 193:24 194:1 196:4 263:4 happens 58:24 happy 68:4 296:7 296:9 hard 199:19 270:19 harkins 4:23 harms 214:1 hct 42:22 229:14 230:17 249:3 hctz 234:17,24 head 13:12,12 87:24 224:22 232:10 247:9 250:7 heading 199:6,15 headings 175:25 176:5 headquartered 51:17 85:1 health 33:21 45:15 55:3 76:5 86:9 95:13 96:5 122:4 122:6 124:16 139:17 182:18 187:2,10,12,13,14 217:11,14,19,20 232:13 243:17 283:21,25
h			
h 7:1 9:11,21 173:21 187:25 245:19 246:1,3,10 248:8 h.j. 4:23 half 21:9 22:10 31:2 94:24 154:15 159:9 234:13 244:20,21 246:4,5 halfway 229:9 hampshire 89:3,7			

[healthcare - included]

Page 25

healthcare 3:12 33:14 37:14,21 64:7 hear 42:7 111:16 111:17,19 heard 106:20 129:3 210:11 253:18 hearing 81:10 111:25 held 13:23 113:4 121:18 192:8 217:2 280:24 help 36:6 41:16 46:8 210:13 211:17 216:2 222:10 228:19 255:3 helped 46:5 84:12 hetero 64:22 hey 149:2 high 217:11,13,19 217:20 219:1,6 224:5 232:13 235:7 243:16 245:12 247:15,18 higher 181:10 241:6,16 highest 7:22 166:1 167:17 208:7 highlighted 101:13 173:18 highly 1:9 10:13 26:3 43:15 118:7 165:17 166:22 171:21 176:9,12 190:11 205:18 215:17 244:6 245:24 246:16 248:1	hinshaw 4:19 hinshawlaw.com 4:21 hint 190:6 hipaa 129:20 131:4,6,12 hmos 93:2 home 158:20 221:5,12 homestretch 250:21 hone 34:17 67:19 honest 266:12 272:8 hope 38:14 160:25 hoping 15:22 horizontally 190:2 hospital 95:9 108:7,21 109:22 110:4 hospitals 109:12 150:15 hour 15:24 57:19 59:11 209:4 hours 22:10,11 31:2 86:6 household 279:15 279:24 how's 112:22 hsa 8:14,22 92:22 92:23 113:16,20 139:16 143:4 181:21,25 182:18 182:23 185:9 186:23 187:1,12 187:13 188:21 189:6 190:7 217:11,13,18,19 218:4,25 231:20 232:11,13,17,22 232:25 233:22	234:3 235:2,7 237:14,17 240:16 243:16 245:12 247:14,15,17,18 huahai 3:12,13 37:13,15,20 huge 168:9 human 33:9,20 humble 291:7 hundred 86:15 husch 4:13 huschblackwell.... 4:16 hydrochlorothia... 42:21 hypertension 40:22 41:6 209:14 210:6 211:5,16,18 212:10,14,19 213:3,8,17 249:14 hypothetically 212:17	248:1 271:5 273:3 identified 109:23 117:21 291:15 identify 48:21 104:21 105:7 152:15 identifying 176:10 215:20 216:8 identities 83:21 identity 101:11,15 ids 202:16,16,17 illinois 3:16 immediately 215:23 impact 242:18 implies 123:8 imposed 239:15 impossible 171:10 208:1 impure 294:7 impurities 260:21 292:18 impurity 68:8 164:5 211:6,9 213:10 inaccurate 75:6 incentives 29:17 127:5 include 62:23 109:11,14 110:4,6 135:15 196:7 280:5 281:9 282:2 282:13 283:1,23 283:24 284:8 290:16 included 69:17 71:5,18 128:7,19 129:1 135:17 141:14 157:21 161:23 185:24 228:13 243:4
		i	
		i.e. 24:5 idea 123:11 126:20 164:12 178:11,12 182:13 186:7 203:17 204:19 249:9,17 identical 169:2,3 181:18,19 183:1 220:2 identification 21:4 26:3 41:23 43:15 59:7 76:17 118:7 165:17 166:22 171:21 190:11 205:18 219:12 231:13 236:1 240:10 244:6 245:24 246:16	

[included - interrupt]

Page 26

254:23 256:12 281:25 282:11 283:17 286:13,20 includes 94:7 215:20 241:17 including 42:24 99:24 162:15,22 incorporated 284:25 increase 262:25 263:3 increased 263:6,8 increasing 263:13 incur 267:19,22 incurred 28:8 237:25 269:2 independent 136:15 indicate 128:6,25 190:3 204:10 224:17 261:13,17 263:20,24 indicated 67:3,4 238:12 indication 50:6 201:21 indicator 178:16 179:16,21 180:1 indirect 270:10 individual 33:9,20 50:23 52:12 79:23 93:25 130:23 140:21 176:23 178:7 180:17 186:23 201:1,6 221:25 233:1 241:1 individual's 156:19 202:12 individually 156:2 177:21 264:11	individuals 24:12 24:15 88:19 104:22 150:16 218:13 239:21 240:21 279:11 281:14 292:5 295:16 ineffective 40:21 info 7:24 51:18,20 52:1 inform 214:1 254:14 255:11 information 19:15 24:1 26:24 27:2 27:10,14,19 28:18 28:24,25 29:2,16 40:3 44:25 46:5 48:21 51:4 52:12 60:10,19 63:18 73:20 74:24 114:14 115:10,13 132:1,7,10 136:6 136:15 153:23 162:1 163:3 165:9 168:4,5 169:2 176:10 194:19,21 200:10,24 202:4,6 215:21 216:8 235:19 248:5 254:15 255:2,6,16 256:7,11,16 257:4 258:9,15,16,17,19 258:21 259:8,8,14 259:17 271:10 272:3,17 273:8,14 294:12 295:11,15 informed 255:16 ingersoll 5:2 ingredient 280:1 inhouse 97:22	initial 258:2 initially 54:7 initiate 99:22 148:1 initiated 100:7 initiation 127:25 initiatives 93:11 injunction 39:3,8 injunctive 39:15 270:20 288:18 292:23 293:3,15 293:18,25 injury 223:14 inpatient 107:23 108:6,20 110:5 inpatients 109:13 insert 73:25 inserts 73:17,22 74:5 insolvent 137:11 instance 67:1 instances 105:12 105:15 instant 17:20,24 institute 93:9 instruct 40:4 258:25 instruction 16:3 instructions 16:10 instructs 41:15 insulin 239:22 insurance 8:10,14 8:18,22 9:4,9,14 9:19 10:6 12:13 18:14,23 34:15 35:19,25 47:24 48:2,10 49:4 50:13,19 51:15 52:16,19 75:14 76:10 78:15 81:15 95:23 100:2 112:7	113:10,12,17,21 113:23 182:4 185:2,20 201:9 204:18 220:1 232:20 235:13,14 238:11,11 239:6 239:25 243:20 265:13 274:20 insure 105:7 insured 35:24 124:20,22,23 193:3 283:21 284:1,5,11,16 insureds 24:4 193:3 258:1 insurer 35:23 101:5 201:4 284:12 insurers 36:2 intend 109:11 280:5 281:9 283:23,24 284:7 intended 188:1 279:14,23 intending 282:1 intends 283:1 intently 63:17 interest 139:7 interests 58:17 75:25 intermediary 65:17 internal 85:12 152:3 244:12 interpretation 12:14 interpretations 36:5 interrupt 15:5 33:3 51:7 68:2 273:16 281:18
--	--	--	--

[interrupt - know]

Page 27

283:7 interruption 14:9 investigate 27:12 27:18 266:5,6 investigating 60:24 investigation 211:23 invoice 148:4 invoked 137:17 involve 100:1 involved 12:23 48:9 97:9 103:4 103:10 151:23,24 276:12 involvement 48:7 58:14 involves 129:5 involving 116:22 117:8 122:5 ipad 12:2 20:4 111:24 112:18 iron 120:1 issue 12:13 27:13 33:24 40:16,20 63:4 93:20 98:16 106:16 170:2 175:9 209:12 210:5 211:1 227:13 228:8,14 248:22 294:3,19 issued 109:22 132:20 157:24 174:13 181:24 289:22 issues 77:22 153:23 item 88:11 157:7 157:15 items 155:6 172:6 185:24 234:18	j j 175:2,9 janow 5:2 january 7:17 27:1 161:13 169:16,19 169:25 237:8 279:13,22 jersey 1:2,17 62:24 63:17 jmlstern 3:10 job 47:14 jog 119:3 john 5:15 join 86:21,21 jonathan 5:2 jonathan.janow 5:5 jr 1:6 6:3 11:13 12:6 judgment 128:12 judgments 128:18 july 147:7 195:6 195:10 196:4 257:20 june 58:22 justin 3:7 5:21 11:6 26:1,13 42:5 43:20,25 50:9 66:18 76:23 103:25 118:17 128:14 152:21 159:11 166:7 167:8 169:8 173:18 191:4 208:19 216:2 221:22 233:7 236:22 238:19 250:24 251:2 279:8 286:5 287:4 288:5 289:4	k k 5:3 kanner 2:20,22 katherine 4:3 katherine.lett 4:5 keep 14:19 41:13 51:7 53:9 57:22 77:4 122:16 149:5 177:11 251:1 296:20 keeping 126:17 kept 217:22 266:23 keyboard 17:12 kicked 222:6 kill 42:4 138:15 206:17 kind 92:25 100:12 100:12 113:22 198:17 231:22 243:14 knepper 4:14 knew 245:14 know 12:22 14:25 15:2,13,21,25 17:24 20:3,5,8 23:5 25:23,25 26:17 30:4 38:2 41:13 43:7,21 44:2,19,20 45:7 53:13 54:3,9 55:5 55:5,9,10,13 60:9 60:20 62:6 63:7,9 63:10 67:21 68:16 68:18,23 70:5 84:22 87:23 88:3 88:6 96:14 97:4 97:11 98:1 101:11 101:15 102:2,21 103:3,9 108:11,17 110:16 112:1,1,16	115:6,8,23 117:3 118:23 119:3 122:20 127:2 129:3,10 130:18 131:8 132:24 134:15 135:18,21 141:15,18 145:3 147:12,13,20 152:25 154:9 156:4,10 157:22 161:5 162:3 163:15,17,20 165:3 170:3 172:11,14 175:23 176:19 177:6,6,7 177:17 178:2,4 179:4,14 180:8,10 180:14 182:19 184:1,17,18,22,25 185:16 186:5,8,14 186:21 187:8,9,14 187:16 191:13,20 193:23 194:1,3,24 196:11,18 197:4 198:12 201:20,24 202:3,7,18,23 203:9,11,19,20 204:1,23 205:15 208:14 211:14 213:7,21 214:21 224:22 228:2,10 230:7,8 231:2 237:19 242:20 253:17,20 254:4,6 258:3,4,14 262:4 262:10,10,22 263:12 264:19 266:15,17 272:24 278:10 285:18 286:1,12,19 287:12 294:11,14
--	--	--	---

[knowingly - list]

Page 28

knowingly 285:11 knowledge 19:19 19:20 24:3 46:17 54:24 62:11 72:9 72:12,13,22 73:8 73:24 93:16 96:7 99:6,14 101:22 115:18 116:3 124:6 126:10,11 127:25 128:18 129:13,17 135:16 149:16 152:2 153:3 164:11 188:10,14 189:2 195:17 203:20 204:12 212:3,12 213:12,18,19 228:7 234:2,5 249:2 263:16,19 266:13 268:25 276:10 277:2 knowledgeable 18:13 55:4 known 45:14 218:5 285:8 290:11,17 292:17 knows 20:18 91:25 kristen 5:8 kristen.richer 5:11	land 246:10 language 20:13 120:1 153:16,17 laptop 17:1,3,7 large 120:10 latest 175:1 239:20 law 1:21 11:19 12:15 130:24 235:11 law.com 2:22 lawsuit 36:12,13 38:14 39:18 72:7 109:5 264:13 266:1 276:8,16,19 288:25 291:19 lawsuits 264:16,22 276:12 lawyer 39:12 lawyers 38:7 56:24 77:4 291:10 layperson 291:5 layperson's 291:2 leading 286:21,24 287:2,25 288:20 289:15,25 291:12 291:21 292:2,10 leads 166:3 leaning 111:24 learn 159:22 195:5 learned 136:19 258:6 leave 20:15 94:15 165:14 leaves 199:24 leaving 158:11 left 14:25 38:18 51:9 110:20,24 118:20 166:10,13 174:22 177:11 178:18 188:20	189:18 206:10 230:12 236:21,25 250:16 267:2 legal 21:16 29:6 30:22,23 31:4 40:24 49:10 85:9 85:9 97:24 109:16 110:12 128:12,19 128:25 139:7 170:10 174:9 175:18 188:12 194:9,15 196:17 197:1,12 252:24 254:15,21 255:12 255:22 256:4 260:17 268:8 270:23 281:12 282:4,17 283:8 284:3 285:2 291:3 293:1,9,19 legislative 58:20 59:1 legislature 58:14 58:18 76:1 239:15 leisure 280:16 lengthy 160:12 leon 2:15 lett 4:3 letter 182:19 245:15 246:20 letters 246:10 level 15:5 148:24 218:18 239:17 levels 36:7 levin 2:9 lewis 3:20 lewisbrisbois.com 3:22 lfsblaw.com 2:11 liability 1:7	licensed 33:4 lieu 139:4 222:11 224:5 life 35:24,24 76:6 124:20,23 light 114:2 likewise 116:3 213:25 limit 182:4 220:1 291:23 limited 51:2 99:24 100:3 105:12 113:24 limiting 69:2 291:18 limits 220:2 238:14 239:21 line 10:18,19,20 10:21,22,23 149:4 285:2 lines 42:19 107:20 114:10 144:13 155:22 183:12 link 215:18,19 216:14,22 list 7:5 8:8 21:15 22:25 24:11,15 42:2,3,16 43:5 45:2,20 51:22 52:11 55:3 67:13 67:15,21 68:11 69:3,14 71:17,20 86:9 96:14,15 98:25 99:18,19 113:18 115:2,7 134:12 149:20 155:9 164:4,13,17 164:20 172:6 173:4 175:4 178:15 181:24 185:11 220:21,22
l			
l 5:20 84:23 172:9 label 74:1 177:19 178:2 203:3 labeled 245:19 labels 73:17,21 74:4 labor 253:12 lady 20:18 46:7 lag 15:4			

[list - mada]

Page 29

220:25 230:8 233:18,19,20 234:9,15 243:1,4 248:23 287:9 listed 22:21 37:5 54:24 55:1 65:7 65:20 178:18 186:6 243:10 287:17 288:4 listen 14:14 listening 38:8 lists 45:4 57:6 66:24 229:13 230:16 248:19 literally 77:10 261:10 literature 72:18 72:23 litigation 1:7 11:5 85:24 268:4,21 274:3 278:4 little 13:5 20:2,5 20:22 26:14 41:16 41:17,20 52:14 55:5 75:11 89:11 98:18 110:22,25 112:21 114:2 125:10,19 131:1 146:3,7 154:16 156:21 173:24 174:1 175:24 182:8 199:19 226:19 234:10 238:8 257:17 lives 89:7 living 89:2 llc 2:20 3:12 37:15 37:21 llp 2:9,14 3:2,7,14 3:20 4:2,19 5:14	local 2:13 51:16 84:24 85:2 283:17 located 64:4 long 12:18 22:8 30:25 47:18,19,22 59:11 110:24 114:11 159:13,21 191:17 208:19 209:11 226:24 228:3 243:8,10 293:23 longer 92:21 look 24:20 25:14 25:19 30:4,5 43:7 49:2 50:23 60:12 69:14 71:3 119:15 125:1 127:19,21 131:9 137:2 139:15 141:1 148:23 151:1 155:4 157:7 158:16 166:10 179:2,20 182:16 183:2 189:25 198:20,22 214:24 216:17 221:20 224:20,23 225:5 225:18 227:7 228:6,18,19 230:15 231:6 233:5 271:19 275:6,11,21 285:4 287:12 looked 23:1,2,6 25:21 27:11 120:24 121:5 134:14 159:21 173:11 189:12 199:2 207:7 220:23 228:22 231:2 243:3 247:5	248:13,18,19 251:23 278:23 284:15 looking 24:19,23 25:14 32:20 78:21 81:22 92:15 102:17 104:11 110:1 114:9 116:9 130:8 131:5 134:7 142:9 154:8,19,24 157:2 163:24 176:20 182:10 185:19 188:22 189:1 200:20 225:14 233:20 235:20,21 236:10 244:11 278:25 282:13 looks 26:13,16 42:2 46:1 49:2 119:1,21 121:1,2 138:23 143:22 144:10,12 151:11 154:25 156:23 173:2 175:25 186:25 199:19 208:4 217:8,17 219:21,25 220:20 221:24 230:16 273:8 los 5:10 losartan 11:5 lose 81:17 103:24 loss 7:8 28:8,12 36:25 59:13 271:14 287:8 lost 188:22 213:10 lot 18:20 56:19,21 155:5 163:17 lots 67:5	louis 4:15 louisiana 2:21 lower 156:17 206:2 241:5,14 247:2 lowered 139:11 lowest 7:21 166:1 167:16 245:3 lunch 146:4,6 154:7 160:14 161:1 190:15 m m 3:15 4:19 115:3 187:25 m.l. 3:7 mac 115:2,7 125:18 mada 2:7 7:4,10 7:16 8:6 10:5,6 18:22 19:9,14,24 24:13,14 27:1 28:9,25 29:1,18 30:4 32:8,18 33:14 34:21 35:18 36:13,15,23 37:4 38:13 39:1,14,17 39:24 40:19 41:4 42:12 44:15 45:2 46:3,5 47:24 48:1 48:4,9,12,23 49:7 50:2,17 51:12 52:1,2,5 53:5,9,13 56:2,5,11,15,21 57:15,15 60:7,9,14 60:22,23 61:8,14 62:3 63:2,7,15,17 63:20 64:1,7,16,21 64:21 65:4,8,13,23 65:24 66:5,12,24 67:1,4 69:2,10,25 69:25 70:2 71:22
---	---	---	--

[mada - maintain]

Page 30

72:4,8,8,13,18,22	149:16 150:13	261:3,6,19,25	164:10 169:5,24
73:5,8,16,20,24	151:19,20 152:2,8	262:6 263:1,12	175:9 183:25
74:4,13,21,25	152:14 155:10,18	264:1,4,22,22,25	184:2 189:2
75:14 76:10 77:1	156:14 157:11	265:8,12,16 266:1	196:13,20,21
78:22 79:2,12,23	158:6,10,12,25	266:5,15,18 267:1	203:20 205:13
81:9,15 82:22	159:16 161:13,16	267:15,19,22,25	207:10 209:10
83:3,22,23 84:18	161:20 162:5,10	268:2,3,17,19,20	210:4,8,21 211:6
85:4,12,21,22 88:1	162:15,22 163:3,9	268:25 269:9,19	213:19 221:25
90:7,14 91:17,24	164:3 165:5,10,10	270:19 271:16,24	228:7 242:24
92:6,24 93:16,18	169:18 170:7,20	274:3,6,22,25	249:2,5,23,25
93:20 94:17 96:17	171:6,9 172:11	275:4,17 276:5,8	252:11 257:2
98:3,10,14 99:6,9	174:5 175:15	276:11,15,18,20	259:19 260:20
99:14 100:6 101:8	179:22 185:5,23	276:24 277:4,7,15	263:16 264:5
101:11,15,25	186:12 188:8	277:18 278:1,4,8	265:2 266:13
102:7,9 103:3,8	191:7 192:20,25	278:13,16,24	273:25 279:17
104:7,20 105:5,6	193:23 194:6,18	279:3,10,20 280:4	295:21
106:3,8,14,21	195:2,5,13,17,22	280:5 281:9 282:1	madam 25:4
107:8 109:7,11,13	196:6 197:7,9,16	282:13,25 283:1	mail 17:10,23
110:2,15 114:20	200:9 201:5 202:3	283:19,20,23,24	99:25 102:19
114:24 115:6,9,18	202:6 203:5,11,19	284:16,19 285:11	103:3,7,8,15,16
115:23 116:3,20	203:20 204:3,9,12	290:5,17 291:3,16	144:20 158:16
117:4,4 119:14	204:19,22 206:2	291:18 292:16,24	179:9,10 221:8,17
120:12,19 121:21	211:17,23 212:4,8	293:6,17 294:5,14	mails 17:14,17
122:4,12,16 123:9	212:12,19 213:3,9	294:18 295:3,11	53:5,6
123:25 124:3,7,16	213:14,23,25	mada's 19:19	maine 1:25 2:4 8:9
125:7,8,14 126:1,8	214:1,4,5,9,10,13	22:12 24:2,3,18	8:13,17,21 9:3,7,8
126:14 127:1,24	214:14,19 217:7,9	25:12 26:7 28:12	9:12,13,17,18,22
128:5,17,24 129:7	217:13,17,22	29:10 30:22 44:21	12:15 18:14,22,23
129:15 130:11	219:21 220:16	51:1 52:18 53:17	19:2 21:19 32:25
132:6,11,13,19	224:17 225:17	56:2,24 62:23	33:5 45:15 49:3
133:1,2 134:6,8,18	226:4,20,22 227:3	68:10 69:17 78:8	50:12 51:17 55:4
134:24 135:11,13	228:12 229:22	82:5,25 83:6	58:14 62:24 63:16
135:19 136:19	231:2,21 232:3,7	84:15 85:5 88:20	64:4,5 75:17 76:1
137:11,14,18	234:2 236:15	89:1,8 92:19 93:8	81:24 89:2,10
139:9,24,24	239:2 240:4	95:12 96:4,21	122:4 188:6,7
140:18 141:7,15	242:18 249:6,11	100:23 102:21	244:20,21 245:19
141:18 143:3	251:25 252:17,25	108:2,8 110:3	245:20 246:4
144:6,14 145:2,9	254:15 255:12,22	113:12 114:15	247:2 248:6
145:23 146:12,15	257:8,25 258:6	117:6 129:13	253:23
147:16,18 148:17	259:10,20,23	142:16 148:15	maintain 52:5
148:21 149:2,6,10	260:1,8,12,15,21	161:11 162:3	94:4 133:16

165:10 maintained 47:23 maintains 50:18 53:13 maintenance 104:3 179:16,19 making 58:25 83:17 176:7 manage 83:8 100:22 managed 152:3 management 93:10,10 97:1 100:21 122:13,18 manager 29:19 72:14 73:2,25 96:21 100:24 101:9,16 102:8 114:14 116:16,18 203:22 managers 97:15 218:18 managing 139:12 mandate 239:11 239:13 manner 97:25 153:24 manufactured 279:15,24 manufacturer 12:14 65:18 66:8 70:7 101:3 109:1 177:8,12,19 manufacturer's 101:3 manufacturers 116:16 135:4 265:17 march 7:11 21:17 49:4,8,14 78:4,13 79:19,21 98:11	119:19 120:22 121:3,6,10,12 138:19 142:11,21 144:25 151:8 154:1,22 217:16 219:20 229:6 231:20 236:7 237:19 240:16 244:16 247:2 margin 119:20 marital 91:10 marked 10:11 21:3 26:2 41:22 43:14 59:6 76:16 118:6 165:16 166:21 171:20 190:10 205:17 219:11 231:12 235:25 240:9 244:5 245:23 246:15 247:25 271:4 273:2 massachusetts 4:20 match 202:16,21 221:25 289:18 matched 289:13 matches 180:9 material 74:4 248:11 254:24 267:5 math 140:9 158:14 158:23 241:7 matt.knepper 4:16 matter 1:13 14:2 35:17 248:22 258:8 297:8 matters 81:8 124:4 131:3 152:9	matthew 4:14 max 177:5 maximum 112:6,8 113:8 114:11,25 115:5,6 125:21 232:21 233:5,9 243:17,20 maximums 185:21 235:17 mbr 164:21,22 180:18 181:13 mckesson 4:7 mean 33:3 37:16 42:17 51:7,20 59:15 68:1,8,22 79:8 81:2 85:6 112:8 121:3 130:9 139:8 157:11 164:19 166:4,17 169:2,16 172:3 176:5,22 177:7 178:22 179:17 180:20 181:13 184:5 193:7,8,14 194:12 201:5 203:1,5 205:5 208:24 211:11 227:12 239:13 248:24 255:2 271:17 273:15 281:18 283:11 291:17 meaning 16:5 68:20 108:5 197:18 243:12 meaningless 255:7 means 67:21 164:22 176:19 178:6 180:2,8,14 180:20 187:15,17 247:21 293:3	297:21 media 11:3 58:3,8 110:20 111:5,10 160:18,23 192:6 192:11 250:16 251:3,7 280:22 281:1 medicaid 282:14 medical 7:10 8:11 8:19 9:5,10,15,20 36:1,3 49:4 77:21 77:24 124:18 140:7 149:22 176:10 212:4 236:22 244:13 247:3 269:24 277:10 medically 104:6 medicare 104:12 104:22 105:11,13 105:23,24 106:2,2 106:11,17,22 107:2,4,5,6,7,9,12 281:21,23,25 282:2,7,8,14 283:2 medication 7:5 18:8 24:12 36:17 36:18,19 41:5 57:6 68:9,11 70:7 94:8 97:2 100:13 100:16,17 107:22 109:22 113:16,22 135:17 152:5 156:8 173:24 178:18 179:19 181:15,20,23 182:25 183:23 184:5 193:2,4 194:6 195:25 196:7,14 198:2,17 203:2,6,23 205:6
---	--	--	---

[medication - modifications]

Page 32

211:4 212:20	meetings 34:9	membership 76:2	microphone
213:2 214:15	member 33:8 67:3	memberships 34:9	210:20
222:10 241:25	75:1 82:11 92:19	memorial 1:23	microsoft 166:11
243:9 249:14	116:13 138:24	15:22 296:8,9,11	middle 20:11
medications 24:16	158:6 160:9	memorized 37:7	82:21 90:24 99:17
29:20 30:1 36:15	164:22 176:1,1,2	memory 119:4	125:14 126:17
37:1 38:16 42:2,8	180:20 181:12,16	161:7	206:10 245:16
42:9,12,14,15,16	182:1,12,12,24	memos 85:9	248:8
42:23,24 43:5	183:3,4,13,20	men 33:5,23 93:25	midst 59:1
45:4,20 53:11,15	193:8,14 201:3,22	93:25 94:1	milligram 173:23
63:11 64:3,14	213:14 214:4,9,13	mention 65:1	175:3
65:18 66:8 69:16	214:17,17 235:3	83:13 88:15	million 135:24,24
71:17 74:5 79:3	241:5 243:7 267:3	148:20 225:6,23	mind 23:12 35:7
79:13 85:24 93:22	276:24	259:12	35:10 131:9 210:1
93:24 94:2,5	member's 181:1	mentioned 23:6	minus 157:9
95:18 101:2,6	181:14 184:18	30:15 34:18,18	158:10 199:23
104:4 106:16	members 7:17 8:6	51:18 60:15 83:24	minute 26:18
108:19,23 109:19	27:1 32:13,16	106:19 123:7	42:11 109:3,4
113:18 116:5	40:21 42:13 56:12	124:20 164:25	minutes 31:23,24
128:21 132:15	56:14,17,20,22	186:11 194:12	57:20,23,24
134:8,12 140:22	62:24 63:3,7,9,10	225:9 227:11,23	110:20,25 154:10
141:19 149:11,18	74:22 76:7 79:23	232:24 259:7	189:22 208:22
185:10 196:6,23	80:16 85:22 89:17	272:12	209:4 250:16
197:8 200:11	102:22 103:8,17	mentions 68:17	mischaracterizat...
201:22 204:4,24	104:7 106:15,21	90:18,19 113:10	286:16
214:5 224:5 226:5	135:6 139:7	129:23	mischaracterizes
226:17,25 227:10	156:15 159:19	merely 61:2	186:17 291:21
229:16,20 234:15	161:13 165:10	mergers 47:3	misleading 200:7
235:4,9 238:23,25	191:8 192:20	mess 35:2	misrepresentatio...
243:25 248:19,25	196:14,22 197:7	message 17:24	71:6
249:5 258:2	204:4 209:13	messages 17:20	missed 175:7
267:21 268:3,20	210:6 211:25	messed 207:3	missing 177:13
292:19,20 295:16	212:5,8,13 213:25	messy 26:14	missouri 4:15
295:19	217:7,10 218:8,11	mestre 2:14	misspelled 187:25
medicines 95:8	249:24 250:1	met 22:25 30:15	misspoke 79:20
234:9 242:22,23	258:1,5 259:24	30:22 112:6	misstated 134:1
243:2	260:1,5,20 266:14	277:20	mistake 98:20
meet 58:22 159:5	266:15,19,23	method 147:24	mode 26:23
meeting 20:12,15	267:16 269:1,25	metric 180:7	modifications
30:25	292:20 295:12	miami 2:16	274:5

[modified - number]

Page 33

modified 120:10	66:9 84:8,9	negatives 212:23	248:6
moment 94:11	118:25 119:7	negotiate 155:10	norton 4:2
128:23 206:20	155:21 176:1,1,25	negotiated 126:3	nortonrosefulbri...
287:11 289:9	177:8,16,17,18,22	135:4 144:22	4:5,5
money 34:21	178:2 187:12,12	negotiations 124:1	notary 1:17
36:15 39:2,21	187:22,22 202:25	127:8,9	297:15
51:25 52:9 117:19	203:2,3 205:9	neither 139:6	notation 223:11
148:10,14 149:5	named 71:8	net 115:18 185:22	note 10:11 129:9
150:3,3,4,10	names 219:21	204:23	133:10 207:3
184:15 262:9	286:12,19	network 17:8	241:14 242:12
279:14,23	nancy 1:15 11:7	74:20 92:17 155:5	275:16 284:23
monitor 17:5	25:8,9 84:8	156:7 157:8 158:7	296:18
monitoring 84:15	210:13 251:10,14	180:1,4 222:18,19	noted 10:17 11:9
month 33:22,22	297:15	223:2,3 233:10,10	131:17 133:12
87:6 138:12,25	national 98:24	never 56:24 92:16	136:8 145:8
139:1,3,10,16,25	156:22,24 163:21	102:3 123:17	208:21 273:1
140:1,11,14 143:4	nature 52:25	134:23 152:8	297:6
146:25 160:9	274:21	227:8 266:12	notes 1:12 38:20
181:7,9,10	ndc 163:21 177:8	276:21	94:9 190:15
monthly 9:4,9,14	202:23	new 1:2,17 2:21	270:19 297:7
9:19 51:21 247:1	near 44:18 146:8	62:24 63:17 75:25	notice 7:4 21:19
morning 11:18	233:13 261:21	89:3,7 142:20	28:5 37:6 42:19
14:8	necessarily 148:10	198:1,7	125:13 138:19
morris 3:2,7 11:20	193:8 213:21	news 129:4,4	148:9 166:2,11
mouth 272:12	266:6	nice 11:23 161:1	206:11 241:21
msp 285:8,12	need 15:25 19:2	ninety 32:21,21,23	274:2,4
multiple 49:23	20:6,9 36:17	32:24 86:15	notices 197:5
169:13 268:6	38:22 40:6 43:20	nitrosamines	notifications
municipalities	44:3,20 60:12	252:10,13	146:13
283:18	61:20 78:20 81:1	nj 297:15	nouns 18:20
mutually 132:4	115:17 134:13	nods 13:12	november 8:7
mylan 5:17 64:23	142:3 152:16	non 100:16,17	175:2,10,15 191:8
n	162:3 170:7	157:1 162:15,18	192:20 196:7,15
n 2:1 5:20 6:1	172:20 250:21	162:22 198:1	196:23 197:9
46:14,15 84:10	255:24 270:15	214:17 222:19	237:5,11,25
297:3	283:9 285:18	223:3,14	271:23 272:5
n.w. 3:3 5:3	needed 20:3 38:18	normal 26:19 74:3	npi 187:19
nabp 187:16	92:16 197:24	280:15	number 7:2 8:2
name 8:2 11:5,19	292:20	norris 4:2	9:2 10:2 11:3
12:4 25:6 37:19	needs 185:22	northern 9:12,22	23:18 33:4,5
37:25 44:24 46:14		245:20 246:4,5	40:12 58:8 77:3,7

[number - okay]

Page 34

77:8,9 86:11,17 88:11,18 111:5,10 136:3 140:6,6,25 148:25 157:7,15 160:23 166:12,15 167:24 176:24 177:3,3,4 180:15 184:4 188:24,24 192:6,11 199:14 202:13 206:1 251:7 271:3 273:20 274:16 278:20 280:22 281:1 289:1 296:19 numbered 124:15 125:11 128:14 133:15 155:6 numbers 33:1 77:7 122:24 163:17 166:16 185:24 239:6 240:5 296:20 nw 3:8	105:9 106:4 109:15 110:7,11 115:25 116:24 117:10 121:14 122:8 127:11 129:16 133:4 134:20 135:25 139:20 140:3 141:9 144:15 149:13 150:5,14 150:24 157:4 161:18 162:12,17 162:25 164:6,15 165:2 170:9,15,23 171:2,14 172:25 174:8,16,19 175:11,17,18 176:6 177:23 179:11 184:7,20 186:1 190:5 191:14 193:17 194:8,14 196:9,16 196:25 197:11,20 198:4,9 200:3 201:23 203:24 207:12 209:16 211:7 212:21 213:4,11 226:1,7 226:11 228:15 242:1 249:7,15 253:8,13 254:11 264:18 267:9 268:23 269:11,21 270:1,7,12,22 280:7,16 282:3,16 283:12 284:2,9,22 294:9,22 295:5,14 295:24 objecting 267:6 objection 14:9 24:21 27:21 29:5	40:9 41:15 61:16 61:19,19,20 68:12 79:15 89:18 141:22,23 152:18 168:7,7,17,22,23 176:8 186:16 187:3 197:11 200:6 203:15 211:19 254:7,17 255:5 258:23 260:23 268:5,14 277:1 281:11 283:3 286:15,21 287:2,25 288:20 289:15,25 290:6,7 290:7,8,22 291:12 291:20,21 292:2 292:10,25 293:8 293:20 294:22 295:5 objections 10:7 41:12 obligation 104:21 obligations 137:9 277:21 obtain 64:8 103:8 132:19 163:3 181:15 194:18 195:19,24 197:8 203:14 218:15 260:8 obtained 163:7 196:14 211:25 242:9 260:20 267:3,16 295:17 obtaining 53:17 235:3 obviously 17:7 33:22 42:24 86:9 176:25 188:6 224:3 277:22	occurred 49:14 63:16 151:12 occurrence 197:18 october 237:5,11 offer 31:18 76:5 217:13 218:20 228:18 236:8 247:3 offered 48:22 50:25 79:23 92:24 113:12 217:9 218:16 220:3 231:24 239:8 240:21 244:18 offering 48:1,4,13 217:17 231:22 offerings 258:18 offers 76:1 218:21 offhand 130:17 145:3 office 11:21 16:18 16:22 35:15 84:25 92:18 108:12 109:20 223:12,13 253:21 275:21 offices 1:21 109:12 oh 22:10 44:4 47:10 54:18 84:6 141:2 147:4 150:21 179:2 180:9 183:8 187:13 188:18 192:23 207:3 209:20 okay 12:16 14:19 14:20 15:14 16:1 16:7 19:12 20:1,9 23:15,25 27:16 30:3,11 35:2,14,17 36:11 38:2 41:17 42:25 43:21 44:5
o			
o 5:20 54:13 207:5 297:3 oath 13:7 191:24 object 24:24 25:16 28:15 33:16 34:25 35:4 39:4 40:1,23 41:7 49:9,15 55:8 59:16 60:11 61:10 61:21 62:5,15 63:22 64:10,17 65:10 66:1,14 69:4,18 75:15,20 79:5,15,25 82:17 85:17 88:21 89:20 94:20 95:19 96:23 101:18 104:24			

[okay - page]

Page 35

44:5,5,9,22 47:10 47:13 48:8,16 49:7 56:19 57:23 59:20 62:13 70:9 77:11 81:14 82:1 88:25 89:23 91:24 94:9,25 97:17 104:17,20 106:8,8 111:16,17,20 112:2 113:25 121:18 123:5,11 126:21 133:6,10 139:14 140:13 141:1 145:6 147:4 147:4 148:8 150:21,22,22 151:8,9,15 154:10 154:11,12,16 155:12 156:14 158:4 161:10,25 168:11,18 169:4 171:19 172:7,8,23 172:24 176:20 181:5 182:7 183:11 188:19 190:8 191:14 192:1 200:12 203:11 206:22 209:6,19,21,23 213:1 215:3,4 218:8,10 221:3 227:5 230:20 237:24 242:6 246:12 254:2 259:4,16 273:10 273:15 284:14,16 285:24 287:13 289:11 293:6 old 89:3 oldest 173:6,8	once 30:24 107:1 161:6 197:19 258:6 ones 93:22 147:19 173:6 195:10 ongoing 82:15 87:4 online 94:18 onward 92:6 237:10 open 165:14 operated 227:9 operation 271:10 operations 83:17 277:9 operator 20:8 opinions 56:3 opportunity 134:23,25 191:16 191:22 192:15 215:14 280:12 281:5 285:4 opposed 100:12 107:6 113:22 140:7 179:21 193:12,15 232:13 241:22 265:1 opposing 294:1 opt 105:24 106:1 option 20:14,16 219:5 options 124:24 217:10 oral 73:5,9 229:13 order 82:9 99:25 103:3,15,16 172:7 183:12 206:25 207:2 251:11,12 251:16 260:9 294:20	organization 107:6 organizations 47:3 original 121:4,16 123:13 130:7,11 130:13,16 131:2 originally 169:5 171:25 orleans 2:21 ostensibly 179:9 otc 99:25 178:9 ought 20:17 outcomes 128:1 outline 31:18 56:20 154:9 214:24 236:6 240:15 250:20 outlines 23:1 79:11 219:19 outside 57:15 89:2 95:9 97:3,7,16 107:10 overall 144:10 overbroad 295:8 overhead 270:10 overseeing 36:9 overview 8:12,16 8:20,25 78:17 225:14 235:21 overviews 78:16 80:6 240:3 owners 218:18	pa 2:10 pace 172:19 package 73:17,22 73:25 74:5 131:25 132:3 180:16 page 6:2 7:2 9:2 10:2,18,19,20,21 10:22,23 21:24 26:1,25 42:20 44:3,8,18 46:23 48:16 49:24 50:7 54:17,18 55:23 62:18 70:13,14,15 70:20 77:7,8,10 78:21 80:9,25 82:19,22 86:1 87:19 90:23 92:10 93:4 94:24 95:1 98:19 99:16 102:12,15 103:23 104:2,10 107:15 110:17 111:13 114:6 116:8 118:4 118:17 119:14 120:14 121:5 124:12,25 128:10 129:18 131:18 133:14 135:2 136:12 137:1,3,21 142:2,13,14 143:8 145:25 147:23 150:25 151:1 152:11,19 154:5 154:15 156:22 158:16 159:7,9 169:9,15 183:3 191:3 192:21 200:19 206:7,10 206:15 220:9 221:20 223:18 228:23 230:10
--	--	--	---

[page - payment]

Page 36

233:14 234:7	66:17,24 69:20	participating	136:9 153:1 192:9
241:9,10 245:16	70:10,12,18,25	51:21,23 86:6,7,10	193:11 200:4
248:12 251:20	71:1 74:8,12	86:12,21,25 87:4	208:12 209:2
252:3,4 271:2	95:22 98:22 99:21	89:10 103:1	227:18 251:9
273:10,17 275:12	100:19 104:12,15	participation	285:21
275:12 278:20,21	104:18 111:14	31:19	pay 64:5 78:15
278:21 287:5,10	112:4 115:11	participations	79:4 102:9 108:21
287:14 288:6,8,9	116:10,12,18	83:9	112:5 113:23
289:5	119:16,18 124:15	particular 24:4	126:7 132:4
pages 43:10 44:1	125:11,25 127:21	36:12 40:16 67:3	137:14 143:10
59:10,10,24 66:18	127:23 128:14	68:9 94:7 117:21	145:1 148:13,14
66:19 147:2 151:6	131:21 133:15	120:4 141:2	153:11,12,20,22
160:1,2 169:14	135:3 137:2,6	163:10 180:3	155:11 156:3
191:10,16 206:16	152:21,24 153:16	182:5	159:4 164:17,19
250:20 281:8	253:6 288:14	particularity	164:21 169:2
paid 7:22 36:15	289:7	252:9	180:19,20 181:1,9
42:12 52:9 53:14	paragraphs 75:5	parties 119:25	181:10,17 182:13
67:4 69:1,11	95:4 99:19 120:20	123:24 130:1,21	182:22,24,24
83:11 113:19	278:19 280:13,19	131:24 153:10	183:3,18,22,23
115:19,23 116:4	281:7,13	partnership	184:3,6,18 201:8
125:1,4,7 128:8,20	park 5:9	295:18	204:3 220:16
129:1 135:13	parkway 4:9	parts 131:11 205:9	221:12,16,16
143:23 146:14,23	part 14:12,16 35:9	291:10	222:11 226:17
149:10,17,21	59:11 69:10 97:9	party 12:23 13:1	243:7 249:6,12
150:6 165:23	102:6 120:21	74:13,14 75:18	258:1,4 260:13
167:9,18 170:21	132:2 133:19	109:8 110:6 122:5	290:14
172:1 174:6 183:9	138:23 142:6	122:12,17 136:16	payee 149:10
183:10,13,20,21	143:9 148:24	136:19,21 255:25	150:2,11
184:10 185:17,19	154:21 244:21	271:14 276:8,19	payees 149:17
185:23 186:15	246:5 247:2 248:6	277:10,24 280:6	150:13
204:8,16,23 208:5	251:12 263:10	281:25 290:5,16	payer 106:6
220:16 227:10	264:11 272:9	pass 285:14	paying 24:6 36:25
242:18 256:11,17	289:6	patience 296:3	139:25,25 143:3
260:22 262:9,13	participant 88:9	patient 108:11	145:20 221:14
262:14 265:10,14	90:11,16	211:13	241:6 278:1
266:9 279:13,22	participants 30:2	patients 74:19	payment 64:3
291:16	31:19 39:20 46:9	176:11 196:4	93:11 95:23 96:12
paper 26:16	52:10,23 83:17	patty 54:7,10 57:8	96:13 112:7
paragraph 62:17	89:15 90:5,9	pause 14:2 20:21	113:15 128:11
62:21,22 64:20	participate 80:21	21:2 44:4,5,5,6	143:12 144:14
65:2,8,21 66:12,16		87:15 120:15	147:24 151:25

[payment - phrase]

Page 37

221:8 payments 62:23 62:23 66:25 67:10 67:12,15 83:25 84:3,7 100:2 103:2 113:11 116:14 127:22 128:7 204:18 221:4 224:5 payor 74:14 104:22 105:8 106:2 110:6 150:2 271:14 payors 74:13 109:8 239:8 280:6 282:1 290:5,16 pays 23:2 34:14 35:12 79:10 101:5 113:24 126:13 156:2,9,16 164:22 164:23 182:1 183:15 185:20 203:22 220:6,12 221:6,15 226:20 226:25 232:17 240:1 pbm 97:3,7,12,18 97:22,24 100:20 101:2,5,15,24 102:1 114:15 115:11,19 116:22 117:8 126:3 133:20 134:2 135:3,7,12 138:6 143:11,13,15 144:22 145:21 150:9 203:22 263:20 264:1,25 pbm's 74:18 pbms 29:18 73:14 116:4	pdf 70:14 271:2 278:21 288:7 penalties 159:4 penalty 160:3,5,6 pending 16:4 210:15 pennsylvania 3:21 5:16 people 32:21,22 33:5 36:17 38:10 38:17 44:24 56:14 56:17 63:11,19 65:19,19 83:22 105:7,11 106:21 107:1 130:23,25 134:13 149:3 153:21 156:3 189:1,8 190:4 197:5 222:9 224:4 277:10 285:18 290:10,13 percent 32:19 33:13 86:11 113:19 138:5 143:10 145:20 157:9,10,10 242:24 percentage 32:16 perfect 119:16 221:22 223:8 performance 127:22 128:1,7 153:16,18,25 154:20,22 performed 260:16 performing 120:4 153:13 period 28:11 33:24 48:24 79:21 100:3 103:20 115:22 122:17	135:19 143:3,19 144:25 145:2 146:24 151:7 154:22 170:1,4 175:15 186:9 212:14 228:3 289:23 periodically 133:18 permitted 71:5 131:22 person 17:11 46:10 54:24,25 83:20,25 84:6 105:16,21 118:22 119:6 156:8 176:1 176:24 177:5 181:19 183:5,9,21 193:5 197:18 201:6 237:4 280:15 281:22 personal 19:20 46:16 117:5 279:15,24 personally 57:12 176:10 215:20 216:8 257:7 283:20 personnel 35:10 persons 55:10 99:23 195:14,18 perspective 29:11 110:4,15 291:6 293:2,12,23 pertain 155:20 245:11 246:3,7 pertaining 73:11 223:23 pertains 178:3 pharma 4:12	pharmaceutical 3:11,12 37:13,14 37:20 65:14 135:4 279:25 pharmaceuticals 3:18,24 4:23 65:2 65:5,9 pharmacies 65:18 66:9 101:6 103:1 103:3,16 115:19 116:4 148:13 149:20,21 150:4 156:1,12,14,25 157:1 158:17,20 241:15,17,19 pharmacists 74:19 pharmacy 5:12 29:19 72:14 73:1 73:25 75:2 97:14 98:24 100:20,22 100:24 101:9,16 102:8,19,23 103:3 114:14 115:24 116:16,18 122:17 126:3,8,13 149:22 150:7 154:20 155:2,3,5,24 156:6 156:9,23 157:8,19 157:22 158:7 179:8,10 180:3 181:15 187:16,19 187:21,22 188:1,2 195:19 203:13,22 221:15 230:5 241:24 242:8,12 pharmay 187:25 philadelphia 2:10 phone 256:14 phrase 193:13 259:13
--	---	--	---

[phrased - pocket]

Page 38

phrased 254:25	plan 7:10,22 8:15	232:25 233:18	plaza 4:14
physical 191:18	30:2 50:2 74:6	235:20 236:7	please 11:10 12:4
222:25	77:21,24 78:1,8,25	237:17 238:5,6,25	15:13 21:23 23:13
physician 104:6	79:1,22 81:20,23	242:21,22 243:14	23:20 25:7,25
107:24 108:14,24	82:1,6,22 83:3,7	245:2,6,10,11	27:6 28:7 29:14
223:1	83:20 86:9 88:9	247:10,12,18	41:20 43:13,23
physician's 92:18	89:13,14,21 90:5,8	248:5 258:10,20	46:13,24 50:8,9
109:20	90:16 91:15 92:25	274:19 282:15	51:7 54:18 55:24
physicians 109:2	93:9,12,14 95:6,13	283:21 284:16,17	59:5 62:18 66:17
109:12	96:5 98:11 105:23	plans 8:11,19,24	70:21 74:9 76:15
pick 20:23 23:17	106:10 107:3,8,10	8:24 35:24 45:15	80:10 86:2 87:20
102:22	107:11,13,21	49:4,13,21 55:3	90:24 93:5 95:2
picked 102:17	108:8,14,15,18	79:23 88:20 89:1	102:13 105:4
256:14	112:13 113:12	92:20,20,22,23,24	107:17 110:18
picking 112:20	114:21 116:13,17	102:21 104:21	114:7 116:9
picture 284:12	120:20 122:6	105:7 107:10	129:19 142:25
piece 27:4	124:15,16 125:5	113:11,15,16,20	145:10 146:1
pieces 58:16	131:21 132:1,4	113:24 122:4	147:23 154:15
271:10 272:16	133:17,19,20	151:25 181:20,21	165:14 169:8
pietragallo 5:14	134:3 137:7 138:6	182:1,23,24 185:5	171:18 173:15
pill 178:7 180:16	139:3,5,6 143:4,10	185:8,9 205:13	174:22 190:9
pills 193:5,6	143:11,12,14,16	217:7,9,22 218:1,3	191:4 199:12
pilot 93:5,9,14,21	145:22 148:3	218:4,9,16,19	200:19 201:1
pin 127:20	165:23 167:9,14	219:19,22 220:2,6	206:8 207:22
pittsburgh 5:16	167:17 169:1	220:12,21 225:20	219:10 220:10
pkg 188:24	172:1 181:2,4,5,19	226:22 228:1	223:7 228:22
place 60:14	182:5 184:10	229:5,22 231:25	230:11 231:11
places 63:13	185:17,19 186:15	232:4,15,16,18,20	234:7 235:24
plaintiff 2:7,12	186:23,24 188:8	232:21 233:22,23	240:8 244:3
24:2,18 25:12	188:25 189:7	234:1,4 235:2,8,12	246:14 247:24
26:7 44:21 45:24	190:4 201:7 204:8	236:8,11,14,15,22	250:14 251:1,20
46:18 56:9 161:24	204:16 208:5	237:14,16,21	252:4 267:12
200:25 251:24	217:11,14,18,18	238:6,10,23 239:5	271:1 273:23
271:14 272:10,14	217:19,20 218:14	240:16,23 242:25	274:16 275:13
276:13	219:22 221:21,22	243:17 244:18	286:6 287:4 288:5
plaintiff's 7:6,19	221:24 222:24	246:7 247:5	288:7 289:5,9
44:19	224:15,19,21,24	249:23,25 259:20	plus 32:25 156:22
plaintiffs 2:18,23	225:2,23 226:6,23	277:11 283:25	156:24 183:9
38:7 59:14 279:4	227:5,9,24 229:6	284:5 295:17	pmpm 160:6,8
286:3 288:18	231:4,20,22 232:4	play 182:3	pocket 39:21
291:9	232:7,7,11,13,17		150:17 181:14

[pocket - presented]

Page 39

185:21 220:2 232:22 233:4,9 235:17 238:14 239:6,25 243:17 pockets 126:12 point 30:16 31:7 32:23 37:24 43:3 53:21 56:22 72:11 82:11 88:16 91:18 92:2 99:18,19 109:25 115:22 126:23,24 146:16 146:17 147:9 159:2,17 182:2 230:3 271:23 274:10 points 107:25 policies 274:20 policy 50:14 227:3 239:2 ponce 2:15 portion 9:7,12,17 9:22 112:5 187:4 189:17,18 245:18 245:20 portland 2:4 91:4 218:24 posed 277:13 position 162:3 169:25 171:10 196:13,20,22 209:10 210:4 211:6 226:24 positive 39:13 possession 52:19 275:1 possessions 279:12 279:21 possible 15:23 123:13 141:6,21 142:1 183:19	208:8 218:23 232:10 278:12 possibly 69:16 182:3 post 257:18 potential 40:18 79:9 80:2 290:11 293:24 powerpoint 224:11 ppo 92:19,20,24 113:15,23 139:16 143:4 181:20 182:23,24 183:17 186:23 187:1 188:21 189:6 190:7 217:10,17 217:18 218:3 219:4,19,22 220:15 224:18 225:20,23 226:5 226:22 228:1 229:5,17 232:14 232:16 233:23 236:7,8 237:14,16 238:5,6,6,23,25 245:2,3 247:10,12 ppos 185:12 218:25 225:7 232:15 234:3 245:6 practice 114:22 151:15 prayer 288:12 preceded 48:7 290:20 predecessor 47:2 prefer 156:16 preferred 99:25 100:3 156:6,15 157:1 230:5	242:11 premium 9:5,10 9:15,20 24:6 51:24 87:9 241:4 243:6 247:1 258:18 premiums 87:13 87:15 244:17 247:14,18 preparation 31:10 preparations 30:11 prepare 22:18,23 24:10 28:21 29:21 30:13,23 60:10 prepared 28:13,23 45:8 85:4,13,15 219:19 224:17 prepares 52:23 84:20 prescribed 94:5,6 178:8 prescribers 74:20 prescribes 222:10 prescription 32:17 48:5,13 50:19 52:16,19 56:15 67:2 73:17,21 74:1,5 78:8 88:20 95:3,7,8,24 102:18 102:19 103:2,6 104:3 107:16,24 108:8,10,15 113:13 114:10,12 114:13 115:10,24 117:23 120:12 125:11 126:2,2 127:4 128:2 129:14 135:6,13 143:8 158:6 159:15,18,24	164:14 172:12 173:23 175:2 177:3 183:20 185:7,13 188:8 195:20 198:13 199:8 208:1 220:13 221:8,10 222:4,6 223:18,23 225:7,19,24 226:16,21 228:1 233:14 238:22,25 241:10,14 243:8 249:12 250:5 256:17 281:23 prescriptions 64:8 102:10,16,23 103:8,17 157:19 172:22 173:3 221:5 222:12 242:19 250:1 258:10 259:13 291:16 presence 252:10 252:12 present 7:18 8:7 14:11 27:2 28:11 31:4 55:21 82:2 83:4 88:1,18 92:2 92:25 98:1,3 102:22 103:7,13 104:8 108:3 116:20 122:7 135:10 137:10,13 161:14 169:16,19 191:9 192:20 196:8 205:14 279:13,22 presentation 224:10 presented 146:13 151:21
--	--	---	--

[president - proposed]

Page 40

president 32:12 81:23 119:2 264:21 276:11	222:23 223:13 234:9 235:9 242:21 243:2,24 248:19	privy 27:15 probably 22:10 32:20 33:23 41:3 43:6 46:7 48:7 52:21 54:7 57:21 101:5 103:20 131:7 154:9 160:12 177:20 187:21 206:16 257:1 282:8	206:2 224:17,21 225:16 240:4 294:3,5,11
pressure 29:20 36:18,19 42:8,9,14 42:15,23,23 53:11 53:15 64:3,14 79:3 85:24 93:22 93:24 95:18 100:13,16,17 106:16 116:5 128:21 132:14 141:19 149:11,18 152:5 194:5 198:2 212:5 214:5,15 268:20 292:19,20	previous 91:7,8 186:17 193:5,6 204:7 233:3 previously 64:13 69:24 151:24 193:3 240:19 price 102:9 115:19 116:4 125:17 157:13,21 158:1,8 185:23 203:10,12 203:21 204:23 249:2	problem 14:21,21 90:3 91:11 105:5 119:9 problems 211:12 293:24 procedure 18:16 proceed 15:23 56:16 172:16 195:10 257:25 proceeded 257:19 proceeding 128:13 168:21 proceedings 1:13 128:19 129:1 297:5 proceeds 39:17 process 77:5 151:23 293:3 processed 146:14 processes 152:3,8 prod 186:20 produce 200:9 208:14 256:16 272:2 275:2 294:20 produced 23:7,12 23:14 77:5 123:1 130:7 161:12 168:15 169:6 171:6,10 172:1 191:2 205:25	producing 23:12 product 48:22 56:5 100:8 101:4 127:7 140:25 193:1,14 213:16 214:2 production 10:4,9 10:17 133:9 271:13 272:23 273:20 274:23 products 1:6 7:16 8:6 27:1 42:25 48:23 56:4 78:23 100:1,3 161:13 164:4 170:7,20 191:7 192:19 193:7 195:3 252:10,13 professional 223:8 223:10 professionals 64:8 profit 34:2 program 19:17 35:20,22 48:22 83:8 93:24 95:7 109:23 242:12,18 programs 36:3 76:2,5 89:8 93:6,9 93:14,21 99:22 100:1,6,11,15 127:25 135:4,5 258:18 promise 244:3 promptly 195:24 196:6 proper 18:20 proposed 61:3 109:14 277:4,16
presumably 150:6 156:10 157:23 170:1 180:2,15 186:5 211:1 228:10 272:7 273:7 292:4 presume 197:4 presumption 187:11 264:10 preti 1:23 2:2 16:21 124:2,3 252:21,24 254:5,5 255:10 286:2 preti.com 2:5,6,6 pretty 102:20 113:24 120:8 147:9 148:7 232:23 prevent 280:14 preventative 232:16 235:3 243:9 269:1,3,5,6 269:10,19 preventive 113:19 181:25 222:14,17	prices 114:16 139:9 158:25 186:5,5 pricing 126:18 156:11 244:12 primarily 34:5 primary 55:17 92:12 105:12 106:2,10 124:3 princeton 3:11 37:13 print 44:19 printed 72:18 prior 67:16 68:9 154:1 161:5 197:9 198:21 238:23 privacy 130:21 173:21 privately 68:23 privilege 18:6 252:12 254:8,20 258:24 privileged 40:3 254:12,24 255:17		

[proposed - questions]

Page 41

278:17,24 279:4 279:10,17 280:5 282:2,12 284:1,20 287:7 289:13 291:4 proposing 109:7 282:13 provide 19:15 44:16 46:5 52:24 67:22 68:4 74:18 75:1 95:17 98:15 102:5 107:21 118:15 131:24 136:15,24 137:18 143:16 144:14 162:1 168:3 201:2 253:6 256:10 provided 21:16 29:12 46:20 49:20 56:9 60:9 74:21 74:23 80:13 104:5 104:5 108:25 109:13 114:14 115:10 125:6 126:25 129:10 130:7 144:16 193:2,5 211:13 273:8 provider 92:17 112:12 128:2 providers 74:19 155:5 157:8 233:10,10 provides 95:6,13 101:4 110:5 120:11 providing 33:14 50:5 139:13 provision 143:17 237:3	public 1:17 40:14 144:4 215:18 297:15 publications 266:2 publicly 68:22 216:22 pull 20:1 21:8 25:24 52:21 59:4 69:21 76:14 98:19 99:18 166:19 198:24 200:18 228:21 245:22 250:13 251:19 270:25 278:18 pulled 161:4 190:23 pulling 161:2 190:14 purchase 142:10 188:3 204:5 purchased 28:10 63:3,10 64:21 79:2 85:2 106:15 164:1 195:23 214:7 292:19 purchases 7:15 8:5 26:25 37:1 63:16 66:8 141:7 161:12 162:2,11 168:14 169:15 171:7 191:7 192:19 196:7 267:17 purchasing 30:1 79:13 pure 68:20 purity 71:9 purpose 63:14 99:1 purposes 18:5,15 18:21 41:11 55:6	77:6 85:24 93:18 122:21 123:4 172:15 173:22 249:5 pursuant 128:11 132:7,13 166:25 206:2 pursue 263:17 264:4,15 265:1 pursued 264:16,22 pursuing 65:8,24 66:12 push 250:24 put 29:2 39:19 66:19 70:21 131:14 146:22 169:8 171:15 177:19 213:1 219:15 250:7 259:16 272:11 286:6 293:16 puts 66:9 putting 191:17 q qty 180:7 quality 71:9 quantity 193:9 quarter 206:5 207:11 236:25 237:2 quarterly 143:13 question 15:7,8,13 15:17 16:4,7 24:25 25:3,7,11,14 27:16,17 29:10,23 30:16 33:12 40:2 46:25 47:2,4,14,15 48:6,17,20 49:1 50:8,11 56:5 60:14,17 63:5 65:24 68:3 69:6	73:13 78:20 87:17 87:25 89:15,20,24 90:1 93:13 103:7 105:3 116:20 117:5 119:22 125:24,25 127:24 128:17 132:6 134:2 143:19 145:17 150:23 157:5 161:14 170:17 176:16 188:5 189:15,16 189:21,24 191:15 192:18 193:13 200:8,14 209:17 210:3,10,16,21 211:16 218:13 222:4 226:14 231:5 245:5 249:24 250:11 252:8 254:8,11,12 254:18,23,25 255:8,14,15 257:25 267:12 268:15 275:3 281:20 283:1,4,6 283:12,13 295:6 questioning 285:2 questions 12:3 14:7 16:9 18:10 22:18 23:2 38:11 44:14 45:23 46:2 54:19,20,24,25 55:7,24 56:1 75:20 94:10 102:20 114:4 136:11 172:15 208:13 246:22 257:24 259:1 269:13 277:12 285:16,22 286:4
--	--	---	---

[questions - recess]

Page 42

289:1 292:13,14 quick 20:21 46:1 69:21 95:6 118:16 145:17 152:24 159:8 188:5 quickly 15:23 177:21 206:17 244:4 quinby 2:3 215:15 216:1,6 quite 53:4,4 121:9 156:24 quoting 48:21 129:24	125:12 127:23 135:8 137:5 143:9 152:24 176:16 210:15 268:15 270:19 280:12 reading 20:4 61:23 95:6 ready 94:15 real 14:6 20:21 69:21 76:23 95:6 118:16 138:15 142:4 278:19 realistically 168:8 reality 148:6 realize 11:21 123:1 182:17 188:21 296:9 really 42:10 50:1 60:12 62:6 85:14 93:19 104:14 110:1 115:4 133:8 133:10 145:17 177:6 197:4 208:1 226:9 249:16 254:4 261:21,23 262:22 270:19 295:3 realm 268:7 reask 68:3 69:7 117:4 200:14 210:3 218:12 reason 15:25 19:2 19:6,7 47:7,12 194:13 195:22 228:12 249:11 265:5 reasonable 136:18 136:20 172:19 202:19 reasonably 136:3	rebate 135:5 136:17,20 138:1,7 138:23,24 139:24 140:15 141:2,6 143:23 144:21 261:25 rebates 29:17,25 34:19 35:11 116:15,19 117:19 127:5 135:5,6,12 135:19 138:5 139:5 140:23 141:16,19 143:8 143:10,14,17 144:3,8,22 145:2 145:21 186:12 204:18 263:5 recall 31:21 42:3 45:2 67:17 68:10 69:3 72:4 73:16 78:22 88:25 97:14 163:11 173:8 175:4 195:15 196:2,4 210:17 211:1 214:9,13 251:23 253:19,20 255:11 256:2,3,15 256:22 257:8,18 258:2,7 259:21,24 261:4,7,11 263:2,3 263:9,14 265:2,10 265:18,21,24 266:3,8,14,24 267:22 269:2 270:6,11 274:9 278:25 289:22 290:20 291:17 292:1,8 recalled 7:15 26:25 38:16 64:15 65:23 67:5,13	69:11,15 161:13 162:15,18,22 170:6,19 174:15 193:9,15 195:23 195:25 196:5,6 197:8,17,23 198:1 200:1 210:9,22,23 211:24 212:18 214:10,19 261:15 262:8 263:18,22 264:6 268:1,18 289:1 292:3 recalling 270:20 recalls 41:3 195:2 195:6,9 257:20 264:17,23 receipt 36:10 139:4 143:12 receive 17:14,16 17:23 56:15 90:10 91:21 103:17 135:11 138:6 147:5 153:10 197:5 262:3 received 17:25 24:4,12,16 29:24 30:5 40:14 67:1 116:15,17,21 117:7,17,18 127:3 127:6 135:19 139:5 141:7 146:18 151:20 166:25 167:5,16 202:18 261:25 262:6 receives 34:8,13 receiving 36:8 263:2 recess 58:5 111:7 160:20 215:7
r			
r 2:1 5:20 46:14,14 84:10 187:25 269:6 297:3 raised 14:9 ran 198:18 random 23:18 range 33:19 169:18 262:18 ranges 294:15 ranging 67:14 rarely 58:22 raspanti 5:14 rate 126:2,6,7 128:20 rates 9:5,10,15,20 247:1 raton 3:9 reach 107:2 257:3 reached 105:21 173:2 read 22:17 24:7 25:7,10 62:8,10,14 62:25 64:24 67:5 67:17 95:9 96:1 99:4 100:4 102:17 104:14 121:25			

[recipient - relabelers]

Page 43

recipient 201:1,3,5 201:17 202:1	recorded 11:3 13:10 20:12	145:20,23 150:1 150:19 167:12	241:18 256:7
recognize 77:16 118:24 119:7	recording 83:25 84:7	180:11 182:20 189:10 206:12	regarding 14:10 56:3 57:12 72:18
142:6 161:7 190:23 219:14	records 50:11,18 50:23 52:15,18	222:20 223:14 225:2 229:2	93:9 127:25 128:18 129:7
231:15 236:3 240:12 244:9	53:13,16,18 84:2 163:4 212:4	233:19 237:2 259:9 262:24	132:8,19 214:19 261:4 265:18,21
246:25 271:7	recover 64:7,16 265:13	264:13	266:3 274:10
recollection 117:6 117:6 124:7	recovering 36:14	refers 18:22 81:23 156:4,22	regardless 255:20
142:16 222:1 239:18 241:23	recovery 278:13 285:8,12	refill 177:3 198:13 198:13	regards 11:4
287:15,18,22 288:17	reduce 212:13	refills 177:5	regional 119:2
recommended 195:14	reduced 116:14	reflect 56:3 78:12 136:5 140:21	regular 86:5
reconcile 182:14	reducing 100:1 186:13	144:21 145:4 167:23 240:4	regulation 104:23
reconsider 134:19	refer 19:2 37:18 37:24 42:8,13,22	reflected 60:20 78:12 79:10 80:6	regulations 105:8
record 10:17 11:2 11:9 12:5 13:14	44:17,21 45:10,10 51:10 53:1 60:21	135:20 155:13 240:2	reimburse 67:2 137:15 149:7
13:18,22,23,25 14:5,11 17:17,21	77:7,9 93:19 101:12 155:7	reflecting 274:2	267:21 269:25
18:3 20:22 21:1,6 46:12 58:4,9	252:17 259:1 282:20	reflection 148:5 203:12	reimbursed 112:12 268:1,2,18
75:13 91:12 104:15 111:6,11	reference 18:22 120:23 129:10	reflects 87:9 203:21	268:19 292:16 294:6
112:25 113:3,4,6 125:13 131:15,17	referenced 92:24 115:11 252:20	reframe 33:12	reimbursement 38:15,17 40:18
133:12 136:7,8 137:6 145:8	references 116:19 131:6,10 230:17	refresh 161:7 241:23 287:14,18	68:10 261:14 263:17,21,25
160:15,19,24 173:22 192:2,7,8	230:19	287:22 288:17	265:9
192:12 208:21,25 215:6,10,13	referrals 92:16	refund 261:24	reimbursements 34:13 53:14 64:1
216:24 217:1,2,4 227:14,17,20	referred 42:10,11 86:11 113:10	refunds 29:17,24 30:4 35:10 116:15	161:16 162:5,9 171:11 194:6
251:4,8,18 272:19 273:1 280:19,23	referring 31:24 33:8 36:20 42:15	116:19 204:18 261:14,18 262:3,7	261:18 262:7 264:5 265:1 266:7
280:24 281:2 296:16,19	45:11 53:2 55:7 56:13,14 67:11	263:17,21,25 264:5 265:1,9	reimburses 204:4
	88:11,13 91:8 97:11 138:1	266:7 267:16	reimbursing 36:25 150:3
		regard 56:17 147:14 200:10	relabeler 66:6,13 280:2 287:24
			288:3
			relabelers 66:11 265:24

[relate - respect]

Page 44

relate 52:19 60:22 85:4 247:10	remote 1:5	65:21 66:10 115:5	261:9 266:6 271:9
related 12:12,13 24:4,11 29:19	removed 215:23 237:1	130:4 145:13	271:16 272:19
56:4 74:1 76:5	rent 35:9,15	151:5 161:10,15	273:1,13,20,23
77:24 93:15	repackager 66:5	162:4 164:13	274:1,7,9,16,18,24
123:19 127:4	66:13 280:2	171:24 173:13	275:12 280:11
152:5 165:9 262:4	287:24 288:3	174:25 186:22	requested 19:16
271:25	repackagers 66:11	191:1 194:4 195:8	29:4 115:13
relates 19:17	265:24	204:9 206:3	132:10 134:23
139:8 152:15	repeat 25:3 89:25	271:11 272:9	144:6 200:24
162:10 279:19	170:17 193:12	277:9	258:19,21 259:14
relating 30:17	210:10 268:12	representation	260:17 272:4
50:18 52:15 53:5	rephrase 15:14	14:15 196:3	requesting 39:1,14
62:4 131:12	105:6 162:21	representations	293:7
relationship 153:8	replace 196:5	71:23 72:15	requests 10:4,17
177:1 253:3	197:18	254:10	44:15 57:5 132:1
relative 256:17	replaced 142:19	representative	133:2,7 258:22
relatively 206:17	replacement 8:5	18:13 54:8 67:10	259:9 271:13
relevant 28:11	36:16 38:17 42:11	67:12 110:3	272:11,21
92:15	79:13 191:7	271:15 276:21	require 137:18
reliability 165:5	192:19,25 193:7	277:5,8,15,16	249:23,25
relied 102:5	193:14 194:5	282:25	required 34:11
132:18 163:20	195:19 196:7,14	represented	86:20 112:5 220:6
relief 39:15 270:20	196:23 197:8,16	123:25 146:23	220:12 224:16
288:12,18 292:24	197:24 198:8,14	representing	227:5 243:2
293:6,10,15,18,25	198:17 199:25	117:19	requirement
relying 291:10	205:5 258:2	represents 75:24	235:10 243:11
remains 56:8	replacements	186:21	requirements
remark 215:12	197:10	reproduction	34:12 71:9 104:23
remember 12:19	report 53:20	297:20	113:13 235:13,15
18:10 209:14	213:15	request 10:9 45:4	research 60:24
232:9,11 239:10	reporter 1:17 11:7	57:10 67:1 98:3	reserve 89:13
239:23 240:1	11:10 13:11 15:1	131:14,17,22	reside 63:8,9
245:10 246:11	18:4 25:5,8,10	132:3,7,13 133:8,9	resident 188:12
250:6 257:21	210:15 297:22	133:12 134:24	respect 36:2 69:1
261:23 262:1,2,15	reporting 131:25	136:4,6,8 145:7,8	108:23 129:8
272:1,8,15 279:1	132:3	191:20 200:8,20	149:17 151:25
286:8 288:25	reports 132:6	200:25 202:6	157:13 230:24
remind 25:6	represent 26:6	207:17 208:21	266:13 269:1
	28:9 37:12 38:5	215:21,25 216:6	278:8 282:7
	58:17 59:12 61:7	256:19 258:9,15	295:12
		258:16 259:7,17	

[respective - ross]

Page 45

respective 123:24	returned 193:9,14	71:20 74:16 76:19	204:24 205:12
respects 120:10	revenues 35:15	76:20 78:17 79:4	206:2 208:2,18
respond 268:10	reverberation	79:14,24 80:17	209:8 214:21
273:12	112:15	81:3 87:15,18	217:6,20 219:1,14
responded 272:22	review 17:20	89:14 94:14 95:18	220:13 221:17
response 252:11	21:21 22:1,15	96:2,9,18 97:7	224:24,25 225:3
272:13,16,20	27:9 31:9,15 46:1	99:17 100:4	227:2,22 229:8,12
273:23 274:6,21	70:2 71:22 72:8	105:17 106:3,13	230:22 231:22,23
275:16,19	72:18 73:17 74:4	106:22,25 108:8	231:25 232:4
responses 10:7	74:7 87:24 91:20	108:15 109:5	233:1 234:24
266:14	98:7,10,14 102:21	110:10 111:12,16	240:21,24 241:19
responsibilities	122:3 125:25	111:22 112:1	242:13 243:4,9,25
19:13 129:24	127:23 128:16	117:15,18,24	244:14 245:15
responsibility	133:18 151:25	118:22 119:10	246:4,24 247:19
28:3 76:4 116:14	192:3,15 212:4	120:12,24 124:11	248:6,25 249:21
responsible 29:9	265:16,20,23	126:4 129:22	250:18 255:19
55:14 278:1	266:2 277:20,22	130:9 132:23	258:12 262:23
responsive 274:7,8	280:19 287:11	134:8 135:15	269:10 276:6,22
274:23 275:1,5,18	289:9	136:7 138:8,12	277:5,18 279:3
275:21	reviewed 31:14	139:15,19 140:1	292:21 295:21,22
rest 46:21 251:16	70:2,9 72:10,15,23	140:15 141:3,21	296:9
result 36:25 93:11	73:21,25 75:5	142:22 144:23	rights 153:12,14
144:1 146:13	85:22 151:20	145:23 147:16	ring 60:3
213:10 259:21,24	189:22,24 190:3	148:13 149:21,21	risk 159:16 241:6
267:22 269:2	218:15 272:22	150:4,11 154:18	rite 155:25 156:17
270:5,11	273:7 281:7	155:21 158:13	156:25 230:2
resulting 264:22	reviewing 98:12	159:9 160:10	241:17
results 221:13	richer 5:8	161:23 165:23	rivero 2:14
resume 215:22	rid 216:4	166:16 167:8	riveromestre.com
retail 102:19	right 11:18 12:10	173:7,17 174:1,7	2:17
103:1 155:5,24	17:10 19:10,24	174:14,18 175:25	rmr 1:15 297:15
156:22,24 157:8	21:7,8,10 22:13	177:11,11 178:20	road 3:21
179:7,7	33:10,15 37:8	180:12,13,18,21	role 32:4 35:18
retained 147:18	38:11 43:8 44:17	181:3 182:16	56:4 60:7
retains 124:4	45:12,16,19,21	183:11 185:5,8,17	rolling 275:3
retention 50:12,14	47:8,10,16 52:3	187:22 188:3	room 16:13,16,21
retroactively	53:3,4,5 55:1	189:6,11,15,18	16:23 190:17
119:23	57:16,18 58:11,15	190:22 192:21	rooney 5:2
return 138:4	61:9 62:2,12	198:3 199:3,15	rose 4:2
195:24	63:21 68:22 69:9	200:4,16,23 201:9	ross 4:3
	69:12,17,22 71:1	201:15 202:20	

[rough - secure]

Page 46

rough 251:11,13 251:15 roughly 86:14,16 88:18 102:15 139:18 147:7 249:12 routine 222:25 row 166:7,15,16 173:14,18 174:21 175:25 182:11 183:2 199:6,14,20 199:24 205:1,3 rows 178:21 183:16 199:2 rules 18:15,16 88:4 232:23 run 121:6 198:12 241:5 runout 143:19 rvp 119:1 rx 155:4,23 157:8 158:6	saw 22:7 27:4 saying 41:13 68:6 82:16 97:17,21 120:8 122:16 123:16 181:8 207:19 221:7 226:15 237:14 says 20:12 21:20 26:25 44:18 62:23 67:1,9 74:12 80:12 81:19 82:21 83:19 86:5 89:12 91:2 92:16 93:8 95:23 98:22 99:1 99:21 100:20 101:13 102:25 103:6 104:4 107:21 114:11 116:12 119:1,18 119:20 120:18,20 121:1,2 124:15 125:4 129:9 131:21 135:3 136:14 137:23 138:4,18 139:3,15 142:14,18,23 143:9 146:8,12 147:24 148:1 151:13 154:18,20 157:8,16,17 158:21 160:5,6 165:23 169:15 179:1 182:18 183:4,4 187:25 200:25 205:5 206:11 208:6 220:20 221:4 222:19 228:25 229:22 233:17 236:24,25 241:13 242:21 244:24	247:9 250:8 252:8 271:12,20 273:19 274:22,25 275:17 288:21 sbc 225:9 sbscs 224:21 227:6 sbscrbr 202:11 scenarios 253:25 schaffer 2:9 14:10 schedule 15:21 136:18 137:23 142:18,19,21 145:12,13 152:13 152:15 154:19,21 scheduled 58:21 schedules 274:20 school 63:13 sciegen 4:23 scope 69:2,16 161:15 162:4 163:11 194:5 290:20 291:8 294:19 scratch 184:15 screen 17:4 20:4,5 20:11 26:16 77:17 99:13 171:8 176:21 187:4 189:11,17 192:23 219:15 script 157:24 scripts 4:17 97:8 97:12 101:22 103:19 256:25 257:3 scroll 21:23 23:19 43:20,25 59:9,23 166:7 167:7,23 169:7 172:19 173:24,25 177:10 188:20 190:1	191:20,22 199:5 220:8 search 131:13 271:24 272:12,20 272:23 274:6,25 275:5,17 searching 274:9 second 13:19 17:5 98:22 99:14 138:14 227:14 234:13 252:4 258:15 287:5,10 289:6 secondary 104:22 105:8 106:3,6 seconds 285:17 section 86:4 87:21 90:15 92:15 93:6 93:8 95:3,12,16 104:3 107:17,20 111:15 114:10 119:15 128:11 129:23 132:7,14 132:18 133:7 136:12,14,17 137:2 138:16,23 142:25 143:8 145:19 146:10 147:23,23 151:10 154:25 155:4 158:5 160:2,13 206:11,14,19 220:10 222:18 223:7,18,19,23 233:14,17 236:21 241:11 247:7 288:11 sections 60:21 102:18 222:20 secure 216:22
s			
s 2:1,20 5:20,20 7:1 safe 71:10 sake 91:12 122:25 sales 119:1,2 sam's 241:15 sample 108:12 samples 108:25 109:20 sarcastic 295:6,7 satisfied 71:8 sav 182:18 187:2 187:10 save 41:16 175:23 218:13 savings 140:17 187:13,13,14 221:14			

[sedran - shown]

Page 47

sedran 2:9	263:25 265:8	138:7 159:8	seventy 48:2
see 20:9 22:6	293:15	252:15,20	shakes 13:12
23:22 33:7 43:22	seeking 50:3 64:7	sentry 4:9	share 126:25
45:17 47:4 48:24	64:16 69:10	separate 31:13	141:6 143:16
49:5 64:24 67:5	161:16 162:5,10	34:15 52:16 75:19	181:12,13 182:12
71:11 76:25 84:6	170:21 174:5	129:25 140:5	182:22,25 183:4
89:16 95:9 96:17	194:6 254:15,20	155:22 157:23	183:19 184:4
99:3 107:25	255:12,22 270:20	225:13 234:3	186:12 278:13
110:23 112:10	273:25 274:1	separation 149:23	shared 34:14,22
119:20 130:1	288:18 291:9,18	series 133:21	shaw's 241:15
135:7 138:1,7	seeks 29:16 83:21	189:24	shed 114:2
140:9 146:5	294:18	serious 246:22	sheet 7:6,19 24:2
152:19 165:23	seen 21:12 26:9	served 140:22	24:18 25:13 26:7
166:4,8,12,17	27:3 41:25 43:18	service 48:22 86:7	44:19,22,25 45:24
167:12,24 169:1	44:10 59:20 62:7	93:2 102:6 125:8	46:18 56:9 118:5
169:16 173:3,17	62:10 71:1 75:1	239:16	161:24 200:25
175:4,25 176:21	118:10 126:19	services 7:12	244:12 251:24
177:7 179:2 182:2	145:15 152:25	52:11,24 76:2	272:10,14
183:3,7,17 184:12	153:1 167:1	92:13 118:15	sheets 245:19
191:6,9,23 192:22	205:22 230:8	120:12,19,21,24	shield 45:12 72:10
199:6,20 201:16	273:5	121:4 122:22,23	91:3,14 92:7
206:12 207:6	self 36:1 124:16,17	125:6,6 130:5,8	96:20 129:6
212:5 214:25	177:1 284:17	134:7,15 137:24	shift 209:8 217:6
220:20 222:20	sells 66:9 101:4	139:13 142:11,15	shifted 217:17
223:14,21,23	send 17:14,16	145:14 151:7	short 35:25 37:20
225:5,18 227:8	51:21,25 52:9	152:14 153:11	76:6 124:24
229:1,14 230:17	153:23 259:23	223:8,10 232:16	shortcut 204:16
230:19 233:11	261:3	session 58:20 59:1	shorten 207:19
234:16,17 238:4	sending 150:3,4	set 10:3,8 84:13	275:18
239:6 241:13	sends 52:7 101:5	114:16,25 129:24	shortened 37:19
244:23,24 247:6	sense 41:21 58:19	136:17 157:23	37:25
255:24 271:21	139:15	175:14 237:19	show 121:22 141:3
273:19 274:19	sent 17:19 85:10	271:13	158:14 173:24
275:7 287:9	129:9 148:9,10	sets 257:24	showed 161:8
288:11,15	206:3	setting 128:1	260:19
seeing 25:22 26:24	sentence 62:22	settlement 128:12	showing 143:2
42:3 145:19 173:8	67:20,23 68:5	129:5,7,14	280:8 294:6
279:1 280:14	70:25 71:3 74:11	settlements 128:18	shown 49:16 61:17
286:8	80:12 81:22 89:12	setup 11:23 230:5	168:14 172:12
seek 109:13	90:18 100:20	seven 231:1	182:12,13 204:7
261:14,18 263:21	101:12 113:9		238:15 241:2

[shown - spreadsheet]

Page 48

284:23 shows 187:4 189:17 247:14,17 side 66:20,20 70:21,21 189:6 211:12 214:1 sierra 225:9 signal 225:24 signature 118:19 118:25 119:7,8 297:14 signatures 119:10 signed 119:21,22 123:18 134:6 161:24 signifies 248:9 similar 116:17 128:23 154:4 203:4 similarly 31:22 simply 12:4 81:14 211:14 simultaneous 231:24 single 123:4 159:10 198:7 244:24 247:7 sir 32:7 85:21 100:23 122:2 175:5 199:21 206:12 226:14 236:3 240:12 246:25 267:13 269:7 278:25 296:5,13 sitting 11:20 16:15 37:8 199:19 situation 19:17 six 202:9 size 191:23	skip 52:14,15 67:8 104:10 114:3 skipped 296:19 skipping 143:15 slate 190:19 slight 78:11 slightly 157:12 slow 172:20,20 small 20:2 40:14 44:20 smith 3:20 solco 3:12 37:14 37:21,21 38:5 sold 65:23 279:16 279:25 290:4 sole 76:4 solely 163:20 somebody 45:9 65:16,17 66:7 91:8 127:6 181:8 221:7 281:21 somebody's 91:9 129:11 someplace 253:21 sorry 14:8 33:2,2 51:6 53:3 54:18 55:12 60:1 68:1 70:17 72:8 87:16 98:19 117:15 122:1 134:1 136:10 149:24 150:21 151:2 177:20 179:1 183:5 187:13 201:4 204:9 268:11 273:15 281:17 288:7 sort 17:9 37:19 39:15 48:1 67:11 97:21 112:25 114:3 119:19	120:15 121:11 144:21 166:1 233:5 245:15 261:24 sorted 7:21 165:22 167:15 172:1,6 sorts 13:13 253:25 sought 102:3 267:16 sound 158:13 sounds 33:13 39:1 45:16 156:5 262:23 source 28:24 55:4 117:21 159:10 165:21 sources 24:1 27:10 27:18 163:6 south 91:4 southern 9:7,17 244:20,21 245:18 247:21 space 35:15 spans 66:17 speak 31:6 109:24 127:19 248:20 250:23 speaking 41:14 61:20 102:7 241:18 252:14 specialist 223:14 specialty 92:12,17 specific 42:3 65:22 70:2,9 78:14 80:5 93:23 105:3 114:4 135:17 181:2 188:25 253:6 254:1,10 262:18 263:7 295:16 specifically 24:10 28:19 29:21 40:6	60:22 62:22 68:18 99:17 104:11 153:15 154:3 251:20 271:15 specifics 70:5 83:14 256:19 specified 93:12 speculate 136:1 speculation 141:10 197:13 260:24 speed 15:9 192:4 206:25 spell 46:12 84:9 spend 22:8 spent 53:10 split 70:20 spoke 30:18 31:3 31:22 98:2 spoken 257:14 sponsor 82:22 83:3,7,20 120:20 124:15,16 125:5 132:1,4 133:19 137:8 138:6 139:3 139:6 143:10,14 143:16 148:3 sponsor's 131:22 143:11 sponsored 283:25 spot 64:21 spouse 176:25 219:4 spouse's 88:12 spouses 32:25 63:12 88:19 spread 126:18 spreadsheet 7:14 7:20,23 8:3,4 27:11,20 161:11 161:15 162:4,9
---	--	---	--

[spreadsheet - supply]

Page 49

163:10,25 165:6	starting 67:20	stricken 295:9	214:14 250:4,8
165:22 166:17	217:16 219:20	strike 17:15 72:8	267:21 268:2,19
169:5,13,20 171:6	236:7 237:8 247:2	99:14 120:3 124:6	substituted 226:25
171:25 172:10,12	starts 112:4 121:4	179:2 263:1	subtopics 22:16,19
173:15,20 175:1,8	166:2 167:21	275:24	subtract 199:7
182:10 188:20	state 1:17 4:20	strong 214:22	subtracted 184:19
189:1 191:2,12	12:4 34:11,12	structure 143:22	sued 36:23
194:4,24 199:8,25	76:1 187:25 188:1	259:19	suffered 36:24
200:1 201:16	188:2 239:11,13	structured 97:23	sufficient 136:16
202:10 203:4	248:6 253:22	stuff 20:19 114:5	suggest 131:11
204:17 207:25	282:14	stumped 255:1	285:3
208:7,17	stated 88:2 96:5	subclass 279:19	suite 1:23 2:10,16
spreadsheets	154:3 283:9 295:1	289:13,13	3:3,8,15 4:3,9,14
168:9	statement 14:5	subclasses 279:5	5:3,9
st 4:15	254:22	subject 105:7	sum 117:19
stabilize 222:11	statements 56:2	143:12 174:9	summaries 23:3
stamp 76:23	265:16,20,23	277:15 288:25	46:9 49:21 50:5
stand 61:14	266:2	291:17	50:20,24 51:2
225:10 245:17	states 1:1 63:2	subjects 22:20	78:16 85:4,6,7
standard 8:23	188:6 274:6,22	subp 206:2	224:16 235:20
131:25 132:2	279:11,20 281:14	subpoena 167:1	summarized
217:18,19,25	status 91:10,10	206:3	114:21
218:6 236:14	178:13	subscriber 138:11	summary 31:19
238:5 239:5,8	stay 77:10 105:22	139:1,2,10,16	52:7,9,11,21,22
240:20 241:1	107:3	140:2,11 143:3	117:17,18 140:24
242:22 247:10,15	steamfitters 2:13	176:23 202:16,17	219:18 225:10
standards 128:1	steering 14:13,16	subscription 140:6	summer 78:23
standing 251:10	stenographic 1:12	subsection 54:21	super 209:8
251:12,16 269:13	11:9 13:14 173:22	252:5	273:23
stands 28:9 29:18	297:7	subsequent 281:7	supervision
62:3 74:12 115:5	steps 91:17 293:15	substance 58:13	297:22
125:15,16 160:8	stern 3:7	substantial 140:17	supplemental 17:3
245:18	stood 69:25	substantiate	20:5
start 47:24 48:4	stop 39:10 43:19	294:21	supplements
66:22 120:4	178:20 259:16	substitute 42:9,14	107:12
160:11 161:1	293:3,16	42:23 53:11,15	supplies 104:3,5
196:22	straightforward	64:2,8,14 79:3	supply 38:18
started 209:2	177:9	85:23 95:17 116:5	128:2 133:21
229:6 231:21	strategy 188:24	132:14 141:19	134:2 158:9
242:11,15 274:3	street 2:10,21 3:3	149:11,18 150:20	180:12 181:7,9
	4:20 5:3,15	195:19 200:10	221:4,6,11,15,17

[support - terms]

Page 50

support 60:25	t	248:21 257:18	telephone 35:10
supports 62:3	t 1:6 3:2 5:20 6:3	talking 15:2 26:9	35:15
supposed 11:23	7:1 11:13 12:6	33:7 34:6 35:14	tell 13:7 19:12
83:7 130:23	54:11,11 84:10	38:1 51:11 69:24	28:13 30:21 36:12
153:10,20,22,22	178:2 297:3,3	81:4 85:11,11	37:3,9,12 38:13
153:24	table 67:10,11,13	102:16 113:8	39:24 44:13 92:18
supposedly 109:21	67:15,20 201:2	127:20,22 147:13	100:23 105:25
sure 13:20 19:7	287:10	175:4 185:6 188:6	110:21 124:21
20:20 25:4,8	tablets 229:13,14	200:24 209:14	130:15 131:5
26:17,19 32:23	230:17	230:18 234:10	144:8 163:6
39:11 45:17,19	take 38:23 43:4,7	238:17,21 242:12	171:11 172:21
46:14 59:25 69:8	49:25 57:21 58:1	247:4 257:21	173:12 183:19
75:12 80:5 81:3	59:11 75:8 94:2,5	258:22 262:1,2	184:1 185:23
83:9,17 85:8 90:3	107:7 189:25	264:1 281:21	188:19,25 194:2
94:12,13 97:23	199:23 206:20	talks 109:1 133:15	196:21 202:10
105:3 109:23	207:8 209:5	137:6	206:1 208:1,8
110:1 134:10	214:23 215:1	target 241:16	250:19 256:6
145:22 151:14	216:11 248:15	tb 7:3,5,6,7,10,12	temporal 290:20
154:13 162:21	250:23 251:13,15	7:14,20,23 8:3,4,8	ten 12:20 110:20
170:19,19 188:12	258:6 262:23	8:9,13,17,21 9:3,8	110:25 154:10
209:24 210:11	276:1 282:8	9:13,18 10:3,6,14	250:20
213:22 216:23	287:11 289:9	10:14,14,14,14,14	tend 77:4
227:15 246:21	296:8	10:14,14,15,15,15	tenure 276:20
250:22 251:2	taken 1:13 58:5	10:15 21:3 26:2	term 35:25 42:14
268:13 269:5	107:22 111:7	41:22 43:14 59:6	42:25 76:6 91:7
surprise 159:22	160:20 186:15	76:16 118:6	91:13 124:24
195:5	215:7 216:8 270:5	165:16 166:21	125:6,19 126:19
swear 11:10	292:5 293:15	171:20 190:10	193:7 226:23
swedesford 3:21	297:7	205:17 219:11	243:12
swell 23:15,25	talk 146:3,6	231:12 235:25	terminate 91:23
switch 26:14,22	160:15 182:23	240:9 244:5	153:21
199:11 250:21,25	256:8,23 257:17	245:23 246:15	termination
251:3	258:13 288:23	247:25 271:4	143:18
switched 111:22	talked 30:12,17	273:2	terminations 36:5
146:17	52:17 55:4 64:14	technical 17:11	terminology 18:19
sworn 11:14 13:7	75:11 109:3	227:13,23 291:10	145:18 202:23
system 11:24	134:16 135:11	technician 172:19	236:18
202:14 236:19	140:20 157:25	technology 20:7	terms 39:7 65:15
	161:6 182:17	telemedicine	70:4 78:10 79:6,8
	186:11 212:14	94:19	80:1 88:1 124:8
	218:16 230:5		130:15 131:3

[terms - time]

Page 51

137:19 151:20	270:25 286:6	169:9 171:18	throwing 18:20
154:4 156:2	288:23 292:12	177:12 178:6	tier 95:25 96:1,1,1
167:17 220:3	296:6,12,14	182:11 183:17	96:9,9,9 99:3
225:18 262:2	thanks 46:16	186:25 187:21	220:16 221:5,9
282:11	219:8 267:10	188:1,1 189:20	222:3,5 224:18
terrible 69:6	269:15 296:3	190:22 193:13	225:20 226:5,21
territories 279:12	thanksgiving	201:15 203:3	228:9,13 229:20
279:21	253:12	205:11 207:22	229:23,24,24
test 93:6,9,14,21	theoretically	209:3 216:10,12	230:1,21 241:15
260:9,13,19	202:15	217:12 227:22	241:16,19,19,21
testified 11:14	therapeutic 71:7	228:5 230:1,2	241:22,22,25
24:22 69:9 180:19	therapeutics 98:24	231:1 233:2 242:3	242:7,7,7 248:23
184:21 209:9	thing 26:24 34:18	243:3 244:22	248:24 249:5,13
235:1 236:13	58:12 84:5 87:5	245:14 250:11,18	tiers 220:19
252:23 270:18	117:7 120:9	250:20 252:3	tiffany 3:15 13:17
276:4,5 289:12	121:25 125:12	260:11 271:9	251:14
291:8	172:5 258:11,12	276:4 279:19	tight 111:1 215:1
testify 18:9 28:21	258:13,15,20	294:7 296:17	time 13:5,21,24
29:21 75:17 176:4	275:10,16 296:10	thinking 154:8	15:1,12,25 19:1
184:14 187:5	things 13:13 15:9	third 7:7 13:1	20:25 21:5 28:11
191:24 286:11	34:19 35:17 52:25	59:13 74:13,14	40:12 41:16 43:4
testifying 1:21	53:20 77:23	87:20 109:8 110:6	57:21 58:2,7
19:19 22:13	130:22 153:9	136:16,19,21	82:11 86:5 87:5
testimony 45:19	176:2 223:12	233:5 271:14	89:9 97:2,3,9,10
174:10 176:11	232:17 239:22	277:10,24 278:24	99:11,21,22 100:3
186:17 235:5	274:20	280:6 281:25	101:6,7 103:9,11
268:7 270:21	think 14:24 15:8	287:7 290:5,16	105:16,22 107:4
275:20 276:18	20:14 40:17 42:18	thirds 159:9	111:4,9,24 113:2,5
290:8	43:5 46:4 47:13	thomas 1:6 6:3	121:22 122:15,16
testing 260:16	51:8 52:13 57:21	11:13 12:6	127:3,3 135:19
teva 3:18 65:1,4,8	59:19 67:11 78:20	thornburg 5:8	137:14,17 144:12
251:15 287:15	80:24 81:1 86:14	thought 22:20	144:17,17 146:15
texas 4:4	88:16 106:23,23	47:11 80:23 91:7	148:23,23 154:6
text 119:20 137:25	110:22 113:24	106:20 121:23	156:6 159:21
152:16 182:19	114:1 120:8	209:17,20 226:15	160:14,16,17,22
271:20	123:21 124:19	266:12 275:8	170:1 175:24
thank 14:20 25:9	132:17 140:20	277:17	192:5,10 197:17
59:3 61:22 85:3	142:13 146:5	thoughts 285:19	207:11 208:25
85:21 176:13	147:13 150:9	three 54:20 114:10	215:5,9 216:25
191:24 202:22	154:3 157:25	208:22,23 217:10	217:3 218:13
209:24 216:1	158:20 160:14	221:14 231:1	219:22 220:25

[time - two]

Page 52

227:16,19 228:3	160:2 169:7,10,14	transcripts 251:12	195:4 204:11
229:25 232:8	183:2 191:6	traurig 3:14	212:1,2 213:15
243:21,24 251:3,6	192:21 199:6	treat 209:13 210:6	252:14,17,19,22
251:17 263:5	201:13 220:10,20	211:5,17 213:16	258:18 284:21
280:21,25 285:19	224:22 228:25	treated 109:8	293:11
292:7 296:5,15	232:10 236:21	156:1	trust's 10:6 76:4
timeframe 122:11	250:6 261:21	treating 40:21	76:10 77:21
123:14 249:24	271:19 273:19	41:5 212:9,19	145:21 293:11
timely 143:12	275:13	tried 272:17	trusted 136:24
153:24	topic 23:19,25	trips 63:12	trustee 80:25 81:2
times 30:22 42:7	24:10 27:7 28:7,8	trouble 20:4	trustees 81:6,7,12
82:2 123:2 134:18	28:14,22 29:4,13	truck 75:25	81:15
164:24 205:13	29:16,21 175:25	true 55:20 61:15	trusts 34:21 35:8
268:6	176:5	96:13 107:7 126:9	81:6
tip 189:7	topics 21:15,21	148:15 184:8	truth 13:7
titled 161:12	22:1,2,9,15,19	194:22 198:18	try 11:25 15:7,14
172:10 192:19	23:18 28:4 83:21	220:17 223:5	15:23 33:12 69:7
today 12:3 13:7,9	torrent 64:24	240:5 245:8	112:22,25 204:15
14:14 15:1,10	total 7:22 158:12	250:10 286:18	224:8 272:3
16:13,16,20 17:2	165:23 167:9,14	290:19 296:20	277:11,21 278:20
17:17,21 18:19	167:17 172:1	trundy 84:8,12	trying 120:15
19:18,22 28:22	183:10 184:10	trust 8:10,14,18	127:20 130:25
29:22 38:11 42:7	185:17,19 186:15	8:22 9:4,9,14,19	136:10 151:2
43:6 45:18 56:14	204:8,16 206:15	12:13 18:14,24	168:16 228:18
56:17 89:19	208:5,25 220:1	19:8 32:10,11	262:16,18 272:11
130:19 212:15	221:16	33:21 34:15,16	280:13 284:14
218:1 224:24	touched 165:8	35:12,19 39:19	tuesday 22:6 27:4
234:10 248:18	tpp 2:13 283:2	45:2 47:24 48:10	turn 168:10
276:4 286:9	289:13	49:4 50:13 75:14	210:20 287:5
today's 18:21	tps 71:4 74:12,18	76:3 80:14,20,22	288:6
22:23 28:14 30:13	279:20 284:20,24	81:3,4,8,15 82:9	turned 112:16
30:23 31:10 32:2	285:5	82:10,15 86:6,7,10	turns 212:17,18
told 40:7 94:4	track 53:9 77:4	86:12,22,25 87:4	twenty 208:22,23
tom 11:4	205:12	89:10 91:9 93:17	209:4
top 21:9 26:25	tracked 152:4	93:19 110:15	two 19:9 22:10,10
44:18 66:19 80:12	transaction	118:14,15 119:25	31:2 35:8 60:1
87:24 102:18	116:22 117:8,13	127:13 133:25	66:18 95:3 99:18
111:14 112:4	148:2	134:4 145:20,22	102:18 107:25
119:15 120:18	transcribed 13:13	153:9 163:12	108:3 122:23
128:13 137:23	transcript 1:9,12	164:8 165:7	155:7,25 156:9
147:23 154:14,15	297:8,19	172:14 193:25	159:9 160:1,2

[two - valsartan]

Page 53

168:9 177:6 183:12 187:1 218:3,3 221:6,16 222:20 229:13 230:16 231:1 234:2,17 236:7 240:20 257:11,11 274:5 279:4 type 36:17 70:7 84:5 90:25 117:13 140:25 158:23 178:7 179:5 258:10,20 types 51:19 155:1 typically 56:14 264:15	172:3 179:17,23 180:23 183:11 191:16 201:5 203:1,5 206:23 207:18 212:24 226:19,19 237:13 268:14 271:17 276:15 277:4,7,12 277:21 278:16 279:3 282:22 284:5 286:20 293:11 understandable 88:6 understanding 19:13 41:2 49:20 65:16 69:19 76:11 81:21 82:4,6,8,14 82:23,25 83:6 96:4 100:24 101:1 103:19 105:25 106:6,9 107:11 108:2,19,24 112:10 113:14 114:15,24 125:15 153:19 195:13 238:2 239:7 242:10,24 257:2 279:17 283:19,20 288:24 289:14,19 289:21 291:2 understood 13:4 15:18 16:23 35:18 58:24 78:14 80:23 91:6 106:14 107:14 134:11 144:5 150:1 176:13 202:22 224:23 227:2 237:13 246:6 250:9	undertake 211:23 undertaken 272:24 undertook 91:18 259:21 272:13 unfair 187:5 unfortunately 66:17 169:12 unit 11:3 58:3,8 110:20 111:5,10 160:18,23 192:6 192:11 250:16 251:3,7 280:22 281:1 united 1:1 279:11 279:20 update 133:18 uploaded 296:21 upper 236:24 use 34:12 35:9 65:19 93:24 95:9 100:11 132:24 133:17 169:13 208:16 220:21 222:9 233:23 279:15,24 useless 255:6 uses 233:18 usually 158:8 203:12 utilization 100:7 utilize 99:23	40:20 42:20,21,24 42:25 48:23 53:10 53:14 56:3,5,22 63:3,16 64:2,15 65:23 66:25 69:2 69:11,15 71:24 72:2,19,24 73:11 73:18,22 74:1 76:12 78:23 85:23 93:15 95:14 98:16 100:8,12,16,17 106:15 108:6,7 109:13 110:5 114:16 115:20,24 116:23 117:9 128:20 132:8,20 135:15 141:3,7,16 149:10,17 150:19 152:5 161:13,16 162:2,5,11,16,18 162:23 163:10 164:1,4 165:10 168:14 169:15 170:6,20,21 173:23 174:6,13 174:15 175:3 193:10,15 195:3,9 195:15,18,24 196:5 197:9,17,24 198:2 200:1 205:9 205:10 209:12 210:5,9,22,23 211:17,24 212:6,9 212:13,18 213:15 214:2,6,10,19 228:8,13 229:13 229:14 230:17 231:2,3,8 234:16 234:17,23,24 243:4,8 248:22 249:3,3,3,13
u			
u 84:10 u.s. 3:12,13 37:14 37:15,21 188:16 ultimately 15:9 102:9 221:13 249:18 unable 137:14 225:22 274:8 unclear 200:5 underlying 24:1 27:10,19 understand 13:6 15:13,18 18:10,12 19:7,18,22 21:18 28:2 29:10,23 30:19 37:11,15 38:1,5 39:2,8 42:17 58:13 59:15 61:2,6,7 74:14 85:3 90:1 102:8 109:5 114:19,20 123:3 125:24 130:9 147:1 157:11 167:18			
		v	
		vacation 63:11 vaccines 209:11 209:11 vague 255:6 287:2 290:22 valsartan 1:6 7:16 11:5 27:1 28:10 36:20,21 37:1	

[valsartan - warranties]

Page 54

252:10,13 256:12 256:18 258:7 260:2,9,12,13,16 260:19,22 261:15 262:1,5,8,8 263:18 263:22 264:6 265:3,10,13,17,21 266:8,19,23 267:2 267:17,23 268:1 268:18 278:8 279:14,23 281:23 281:24 288:24 289:2,22,23 290:3 290:19 291:17 292:7,17 294:2,7 294:15,19 295:12 value 8:24 28:8,13 34:19 116:21 117:7 139:9 167:17 213:3,9,10 217:18,20,25 218:5 236:15 238:6 239:5,8 240:20 241:2,5 242:22 247:12,18 260:22 varies 33:22 232:19 varieties 243:4 249:4 variety 36:20 77:23 various 22:20 34:9 34:10,11 37:6 44:15 53:20 63:10 99:22 101:6 118:15 119:25 164:24 247:3,5 281:14 vary 95:24	vcd 152:4 vcds 28:9 29:20 64:21 67:5,14,16 71:5,7 vendor 128:2 vendors 116:17 verbal 224:13 verbally 13:10 224:7 verified 136:19 verify 63:15,17,20 89:14,16 90:4,7,14 91:9,18 106:14 136:16 163:25 206:18,20 veritext 11:6,8 version 21:17 61:8 100:8 193:4 240:19 versions 240:20 versus 24:6 31:14 188:21 234:3 248:12 vice 119:2 video 11:3 13:11 172:18 videoconference 17:9 296:22 videoconferenci... 11:24 videographer 5:21 11:1,7 13:21,24 20:25 21:5 26:17 38:21 44:2 58:2,7 70:17 110:19 111:4,9 112:20,24 113:2,5 142:3 160:17,22 191:21 192:5,10 208:22 208:24 215:5,9 216:4,25 217:3	227:12,16,19 250:15 251:6,17 270:14 280:21,25 296:15 videotape 250:22 250:24 videotaped 1:5 296:22 view 26:15,20 169:9 191:4 viewing 26:23 views 56:3 visible 189:10,16 vision 35:25 76:6 124:24 247:3 visit 92:16 195:18 visits 64:7 94:19 223:13,13 voluminous 147:21 voluntary 227:3 volunteered 127:13 vouch 165:5 w w 84:23 179:22,24 wacker 3:15 wait 87:18 99:14 waive 235:8 waived 242:23 waiver 243:12 waiving 100:2 252:11 walgreen 230:3 walgreens 155:25 156:17 157:1 241:17 walk 22:22 158:4 182:7 walked 294:3	walmart 241:16 walnut 2:10 want 18:18 19:6 31:13 34:17 43:3 43:7 47:15 52:14 61:9 62:21 67:8 67:19 70:24 74:11 75:12,15 78:19 85:8,9 86:9 87:24 92:11 93:5 102:20 104:4,14 107:19 110:4 112:24 119:15 122:20 124:14 125:1,12 125:24 127:22 128:16 129:19 131:8,10,20 132:18 133:14 137:2,24 145:22 146:3,6 153:15 155:8 158:4 172:21 176:8,16 189:25 190:1 198:20 211:14 218:20 222:9 248:20 250:23 254:1,4,6 257:17 258:14,23 269:14 274:21 278:10 282:23 283:11 290:13 293:17 wanted 14:4,25 58:12 59:2 83:14 129:12 209:18,23 215:12,13 290:14 wanting 137:5 wants 90:12 110:2 280:20 292:24 warranties 274:10 274:12,13
---	---	--	---

[warranty - written]

Page 55

warranty 274:4	welcome 58:11	117:11 121:15	257:11
washington 3:4	wellbeing 94:7	122:9 127:12	wondering 160:7
5:4 11:21	wellness 93:10	129:17 133:5	169:24 259:8
water 190:20	wellpoint 98:23,23	134:21 136:2	word 68:17,18
way 17:13 47:13	went 22:7 154:2	139:21 140:4	71:4 117:18
48:9 60:23 79:12	222:25 223:1,3	144:16 149:14	words 13:12
110:24 114:20	237:21 262:11	150:6,15 154:13	266:15 272:12
117:11,25 121:19	272:2 275:7	161:19 162:13,18	work 26:20 35:23
131:2 151:3,3	werner 4:8	164:8,16 165:3	36:1,2,6 58:16
159:16 163:24	west 3:15	170:16,24 171:3	146:7 153:10
167:8,23 188:19	whatsoever 52:6	171:15 174:20	213:8 214:5
188:25 192:24	212:12	175:12 177:25	252:24 257:12
195:8 199:1,5,18	whiteley 2:20,20	179:12 184:8,21	277:11
201:13 206:14	14:4,8,20	186:2,18 187:5	worked 44:16
213:1,9 214:11,15	wholesale 125:17	190:6 193:18	114:21 144:14
220:7 246:11	158:1,8 203:10,12	194:10,16 196:10	148:6 156:18
257:25 264:10,16	203:21	196:18 197:14,21	212:13 213:2
284:4 285:4	wholesaler 65:14	198:5,10 201:24	227:23 242:25
wayne 3:21	65:23 280:1	203:17 204:1	258:20
ways 102:16	287:20	207:14 209:6,22	workers 34:15
we've 20:7 26:22	wholesalers 65:20	210:1,17 211:8,20	working 11:25
30:12 55:4 57:19	65:25 265:21	212:22 213:5,12	72:14 83:22 86:6
100:19 102:3,5	whorton 2:15	215:4 226:2,8	205:4 212:2
110:22 134:14,16	wipfli 84:23	228:16 242:2	works 19:17 54:15
161:6 165:8	wires 190:20	246:1 249:9,16	77:24 81:8 83:23
179:22 189:12,22	wisconsin 85:1	253:9 258:25	127:13 139:18
202:9 205:4	wish 296:7,10	264:19 269:22	232:13 241:7
220:25 228:22	withdraw 148:2	270:2,8,13,24	277:25
234:10 236:9,24	witness 1:21 6:2	277:2 280:12	world 257:18
247:4 248:20	11:11 13:2 24:21	281:13 282:18	worry 60:22
website 72:5,10	40:4 44:4 49:11	284:4,10,24 285:3	worth 181:7
129:11,11	49:16 55:9 57:25	285:14,16 287:3	200:11
week 25:19,20	60:12 61:16,23	288:21 289:11,16	worthless 212:20
86:7	62:6,16 64:11,18	290:1,10,24	292:1,9
weekend 15:22	65:11 66:15 69:19	291:13,23 292:3	wow 47:22
296:11	70:4 79:6,17 80:1	292:11 293:2,10	wrap 38:11
weekly 52:8,21	82:18 88:22 89:25	294:10 295:15	write 246:20
146:17 147:10,14	94:21 95:20 96:24	296:6,12	writing 133:2,9
151:12	105:10 106:5	wlaw.com 4:10	written 73:5,9
weigh 134:24	110:8 111:3,18	women 33:6,23	275:19
	112:2 116:1,25	93:25,25 94:1	

[wrong - zoomed]

Page 56

wrong 35:3 105:25 223:19 252:3	zealous 209:25
wrote 56:20	zero 182:13 183:17 184:2
x	zeros 166:2 167:21
x 6:1 7:1 179:23	zhejiang 3:12 37:13,19
xs 179:21	zhp 37:20 38:5 64:22
y	zoom 11:22 15:4 20:3,9 21:9,23 25:25 41:20 42:5 44:20 48:17 50:8 54:19 55:24 76:22 87:20 95:2 146:10 154:15 221:21 234:12 241:10 252:2,5 273:22
y 54:11 84:10 178:21 179:24 187:25	zoomed 20:6
yeah 92:12 113:1 119:24 125:23 131:8 146:5 147:11 149:4 159:10 187:12 296:4	
year 49:24 58:19 78:9 89:3 121:6 147:5 157:9,10,10 157:13 158:11 159:24 170:22 171:12 181:4,5 206:5 224:8 237:5 237:22,23 238:2	
year's 236:10 237:7	
yearly 80:6	
years 12:19,20 48:2 49:23 96:21 97:11 157:17 164:24 217:16 227:9,24 228:2 239:12 262:19,20 262:22 294:2	
young 20:18	
ys 179:22	
z	
zap 118:17	
zappone 5:15	

Exhibit 32

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

Case No. 1:19-cv-02431-RBK-JS

-----X

MAIN AUTOMOBILE DEALERS
ASSOCIATION, INC. INSURANCE TRUST,
On Behalf of Itself and All Others
Similarly Situated,
Plaintiff,
v.

A-S MEDICATION SOLUTIONS, LLC;
ACTAVIS PHARMA, INC.: AUROBINDO
PHARMA USA, INC.; AVKARE, INC.;
BRYANT RANCH PREPACK, INC.; CAMBER
PHARMACEUTICALS, INC.; H.J. HARKINS
COMPANY, INC.; HETERO LABS LTD.;
HUAHAI U.S. INC.; MYLAN
PHARMACEUTICALS INC.; NORTHWIND
PHARMACEUTICALS, LLC; NUCARE
PHARMACEUTICALS, INC.; PREFERRED
PHARMACEUTICALS, INC.; PRINSTON
PHARMACEUTICALS INC.;
REMEDYREPACK INC.; SANDOZ, INC.;
SCIEGEN PHARMACEUTICALS; SOLCO
HEALTHCARE US, LLC; TEVA
PHARMACEUTICALS USA, INC.; THE
HARVARD DRUG GROUP, LLC; TORRENT
PHARMACEUTICALS LTD.; and ZHEJIANG
HUAHAI PHARMACEUTICAL CO., LTD.,

Defendants.

-----X

REMOTE DEPOSITION OF
PATRICIA COBB
October 21, 2021
* * * * *

<p style="text-align: right;">Page 2</p> <p>1</p> <p>2 TRANSCRIPT of the videotaped deposition of the</p> <p>3 above-named witness, called for Oral Examination in</p> <p>4 the above-entitled matter, said deposition being</p> <p>5 taken pursuant to Superior Court Rules of Civil</p> <p>6 Practice and Procedure, by and before MICHELLE L.</p> <p>7 DAWKINS, CSR, RPR, a Certified Court Reporter and</p> <p>8 Notary Public of the State of New Jersey, License</p> <p>9 #30X100224400, a virtual Zoom proceeding, New</p> <p>10 Jersey, commencing at 10:07 in the morning.</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p style="text-align: right;">Page 4</p> <p>1 A P P E A R A N C E S (Continued):</p> <p>2</p> <p>3 For the Defendant, Express Scripts:</p> <p>4 HUSCH BLACKWELL</p> <p>5 BY: MATTHEW D. KNEPPER, ESQ.</p> <p>6 SARAH L. ZIMMERMAN, ESQ.</p> <p>7 190 Carondelet Plaza - Suite 600</p> <p>8 St. Louis, MO 63105</p> <p>9 314.480.1848</p> <p>10 m.knepper@huschblackwell.com</p> <p>11 sarah.zimmerman@huschblackwell.com</p> <p>12</p> <p>13 For the Defendant, H.J. Harkins Company, Inc.:</p> <p>14 HINSHAW & CULBERTSON, LLP</p> <p>15 BY: GEOFFREY M. COAN, ESQ.</p> <p>16 53 State Street - 27th Floor</p> <p>17 Boston, MA 02109</p> <p>18 617.213.7000</p> <p>19 gcoan@hinshawlaw.com.com</p> <p>20</p> <p>21 For the Defendant, Albertson's LLC:</p> <p>22 BUCHANAN, INGERSOLL & ROONEY P.C.</p> <p>23 BY: CHRISTOPHER B. HENRY, ESQ.</p> <p>24 227 W. Trade Street - Suite 600</p> <p>25 Charlotte, NC 28202</p> <p>704.444.3475</p> <p>christopher.henry@bipc.com</p> <p>For the Defendant, Maine Automobile Dealers Association:</p> <p>PRETI FLAHERTY BELIVEAU & PACHIOS, CHARTERED, LLP</p> <p>BY: ELIZABETH F. QUINBY, ESQ.</p> <p>One City Center</p> <p>Portland, ME 04101</p> <p>207.791.3226</p> <p>equinby@preti.com</p>
<p style="text-align: right;">Page 3</p> <p>1 A P P E A R A N C E S :</p> <p>2</p> <p>3 For Anthem Health Plans of Maine, Inc., d/b/a Anthem</p> <p>4 Blue Cross and Blue Shield:</p> <p>5 TROUTMAN PEPPER</p> <p>6 BY: CHAD R. FULLER, ESQ.</p> <p>7 VALERIE SIROTA, ESQ.</p> <p>8 11682 El Camino Real - Suite 400</p> <p>9 San Diego, CA 92130</p> <p>10 858.509.6056</p> <p>11 chad.fuller@troutman.com</p> <p>12 valerie.sirota@troutman.com</p> <p>13 - AND -</p> <p>14 DAVID CRAIN, ESQ.</p> <p>15 Anthem In-house Counsel</p> <p>16 For the Defendants, Teva Pharmaceuticals USA, Inc.,</p> <p>17 Teva Pharmaceutical Industries Ltd., Actavis LLC,</p> <p>18 and Actavis Pharma, Inc.:</p> <p>19 GREENBERG TRAURIG, LLP</p> <p>20 BY: TIFFANY ANDRAS, ESQ.</p> <p>21 77 W. Wacker Drive - Suite 3100</p> <p>22 Chicago, Illinois 60601</p> <p>23 312.456.8400</p> <p>24 andrast@gtlaw.com</p> <p>25</p> <p>For the Defendants, Zhejiang Huahai Pharmaceutical Co., Ltd., Solco Healthcare U.S., LLC, and Princeton Pharmaceutical Inc.:</p> <p>DUANE MORRIS LLP</p> <p>BY: DREW T. DORNER, ESQ.</p> <p>505 9th Street N.W. - Suite 1000</p> <p>Washington, D.C. 20004</p> <p>202.776.5291</p> <p>ddorner@duanemorris.com</p>	<p style="text-align: right;">Page 5</p> <p>1 A P P E A R A N C E S (Continued)</p> <p>2</p> <p>3 For the Defendant, McKesson Products:</p> <p>4 NORTON ROSE FULBRIGHT U.S. LLP</p> <p>5 BY: KIRA LATHAM, ESQ.</p> <p>6 2200 Ross Avenue - Suite 3600</p> <p>7 Dallas, TX 75201</p> <p>8 214.855.8095</p> <p>9 kira.latham@nortonrosefulbright.com</p> <p>10</p> <p>11 For the Defendant, Camber Pharmaceuticals:</p> <p>12 LEWIS BRISBOIS BISGAARD & SMITH LLP</p> <p>13 BY: ANTHONY F. ALBERO, ESQ.</p> <p>14 550 E. Swedesford Road - Suite 270</p> <p>15 Wayne, PA 19087</p> <p>16 215.253.6155</p> <p>17 anthony.albero@lewisbrisbois.com</p> <p>18</p> <p>19 For Aurobindo Pharma Defendants:</p> <p>20 CIPRIANI & WERNER</p> <p>21 Attorneys at Law</p> <p>22 BY: JESSICA M. HEINZ, ESQ.</p> <p>23 450 Sentry Pkwy E. - Suite 200</p> <p>24 Blue Bell, PA 19422</p> <p>25 610.567.0700</p> <p>jhein@cwlaw.com</p> <p>ALSO PRESENT: KEITH SHULMAN, Videographer</p> <p>Veritext Legal Solutions</p>

<p style="text-align: right;">Page 6</p> <p>1 INDEX TO WITNESSES</p> <p>2 WITNESS PAGE</p> <p>3 Patricia Cobb</p> <p>4 By Mr. Dornier:</p> <p>5 Direct Examination 8</p> <p>6 By Mr. Fuller:</p> <p>7 Cross-Examination 242</p> <p>8 EXHIBITS</p> <p>9 NUMBER DESCRIPTION PAGE</p> <p>10 Exhibit 1 Subpoena 17</p> <p>11 Exhibit 2 Administrative Services</p> <p>12 Agreement 44</p> <p>13 Exhibit 3 MADA Insurance Trust</p> <p>14 Group Medical Plan 147</p> <p>15 Exhibit 4 MADA Insurance Trust</p> <p>16 Benefits Overview 164</p> <p>17 Exhibit 5 MADA Insurance Trust</p> <p>18 H.V. Benefits Overview 171</p> <p>19 Exhibit 7 Anthem Essential Drug</p> <p>20 List 177</p> <p>21 Exhibit 8 Anthem Invoices 184</p> <p>22 Exhibit 9 Email 6/3/2019 219</p> <p>23 Exhibit 10 Excel Spreadsheet 224</p> <p>24 Exhibit 11 Excel Spreadsheet 224</p> <p>25 Exhibit 12 Excel Spreadsheet 228</p> <p>26 Exhibit 13 Excel Spreadsheet 228</p>	<p style="text-align: right;">Page 8</p> <p>1 the oath remotely. The parties and their counsel</p> <p>2 consent to this arrangement and waive any objections</p> <p>3 to this manner of reporting.</p> <p>4 Please indicate your agreement by</p> <p>5 stating your name and your agreement on the record.</p> <p>6 MR. DORNER: Drew Dornier for the</p> <p>7 defense. We can agree to that.</p> <p>8 MR. FULLER: Chad Fuller for Anthem.</p> <p>9 We agree.</p> <p>10 THE COURT REPORTER: Would the witness</p> <p>11 please state her full name.</p> <p>12 THE WITNESS: My name is Patricia</p> <p>13 Cobb.</p> <p>14 P A T R I C I A C O B B, called as a witness,</p> <p>15 having been duly sworn by the Certified Court</p> <p>16 Reporter, was examined and testified as follows:</p> <p>17 MR. DORNER: Okay. We'll go ahead and</p> <p>18 get started. Just one housekeeping matter. I know</p> <p>19 I heard from Anthem's counsel on the issue of the</p> <p>20 remote swearing in. Ellie or anybody else from</p> <p>21 Preti, I assume there is no objection to that, but</p> <p>22 can you just confirm that so we can put that to bed?</p> <p>23 MS. QUINBY: Sure. No objection.</p> <p>24 MR. DORNER: Okay. We will keep</p> <p>25 going, then. I thought we were going to be done</p>
<p style="text-align: right;">Page 7</p> <p>1 THE VIDEOGRAPHER: Good morning. We</p> <p>2 are going on the video record at 10:07 a.m. on</p> <p>3 October 21, 2021. This is Media Unit 1 of the video</p> <p>4 recorded deposition of Anthem Health Plans of Maine</p> <p>5 through Patty Cobb taken by counsel for defense in</p> <p>6 the matter of In Re: Valsartan, Losartan and</p> <p>7 Irbesartan products liability litigation filed in</p> <p>8 the United States District Court, district of New</p> <p>9 Jersey, NDL No. 2875.</p> <p>10 This deposition is being held by</p> <p>11 Veritext virtual. My name is Keith Shulman and I am</p> <p>12 the videographer. The court reporter is Michelle</p> <p>13 Dawkins and we both represent Veritext Legal</p> <p>14 Solutions.</p> <p>15 Counsel have already stated their</p> <p>16 appearances on the stenographic record, so our</p> <p>17 reporter will now administer the oath.</p> <p>18 THE COURT REPORTER: Good morning. My</p> <p>19 name is Michelle Dawkins and I am the court</p> <p>20 reporter. The attorneys participating in this</p> <p>21 deposition acknowledge that I am not physically</p> <p>22 present in the deposition room and that I will be</p> <p>23 reporting this deposition remotely.</p> <p>24 They further acknowledge that in lieu</p> <p>25 of an oath administered in person, I will administer</p>	<p style="text-align: right;">Page 9</p> <p>1 already. I'm just kidding. All right.</p> <p>2 DIRECT EXAMINATION</p> <p>3 BY MR. DORNER:</p> <p>4 Q Well, good morning, Ms. Cobb. My name</p> <p>5 is Drew Dornier. I will be asking you some questions</p> <p>6 today. I hope this is a brief-ish encounter. We'll</p> <p>7 see how things go. Let's go ahead and get started</p> <p>8 by asking you, have you ever given a deposition</p> <p>9 before?</p> <p>10 A I have not.</p> <p>11 Q Okay. Well, welcome to your first</p> <p>12 deposition. I'll try to make it not all that</p> <p>13 painful.</p> <p>14 Do you understand that even though you're not</p> <p>15 in the courtroom, you are under oath and that you</p> <p>16 have sworn to tell the truth today?</p> <p>17 A Yes, I do understand.</p> <p>18 Q Okay, and you're doing great so far</p> <p>19 with some basics that I am going to tell you about</p> <p>20 and your lawyers might have told you about this as</p> <p>21 well before you came into the room today, but</p> <p>22 there's some basic ways of how we get through a</p> <p>23 deposition. Some of them call it ground rules. The</p> <p>24 first one you have been doing great; answer</p> <p>25 verbally.</p>

<p style="text-align: right;">Page 10</p> <p>1 As you know or have seen, somebody is taking 2 down everything we say today. And so while we do 3 have video recording, chances are if this gets used, 4 it will be used -- the stenographic record will be 5 used to refer to it. So our court reporter 6 Ms. Dawson -- excuse me, Ms. Dawkins is not able to 7 transcribe "uh-huh" or "uh-uh," those sounds we 8 normally make in normal conversation: Yes, nos, 9 maybes, I don't knows. Full words are what we need 10 today. So, keep that up. Like I said, you're doing 11 great.</p> <p>12 The next rule is our court reporter is going 13 to have a difficult time if we talk over each other 14 today, and so I will do my very best to not speak 15 over you if you're giving an answer. I would ask the 16 same courtesy in return. If I'm asking a question, 17 go ahead and wait until I get to the end of the 18 question before you give your answer. Is that fine 19 with you?</p> <p>20 A Yes.</p> <p>21 Q And I will warn you -- and I do it 22 too. It's not just witnesses, it's attorneys too -- 23 when we're getting towards the end or the end of the 24 day or whenever it is and you just want to get out 25 of there, that's when that tendency really starts to</p>	<p style="text-align: right;">Page 12</p> <p>1 you're going to hear either one of Anthem's lawyers, 2 maybe a plaintiff's attorney, maybe a defense 3 attorney who's just giving me a rough time, you may 4 hear them say "objection" to a question that I've 5 asked. That's very normal in a deposition. Unlike 6 court, things don't stop. There's not a big 7 argument. Instead, usually you will just still 8 answer the question, so you should feel free to 9 answer questions.</p> <p>10 The one exception to that is there may come a 11 time when an attorney might instruct you not to 12 answer. At that point, don't answer. The lawyers 13 may have to hash something out but, generally 14 speaking, if you hear "objection," we just keep 15 going. Okay?</p> <p>16 A Fine.</p> <p>17 Q All right. And I think the last 18 procedural thing here is you will be shown documents 19 today. I think we've got roughly about a dozen 20 exhibits or so. Some are very, very brief. Some 21 are a little longer. And so if at any point you 22 feel a need to flip through an exhibit to review it, 23 you should feel free to speak up. And you are, of 24 course, free to do that. Okay?</p> <p>25 A Yes.</p>
<p style="text-align: right;">Page 11</p> <p>1 creep up to talk over one another, because you 2 probably know what I'm asking already and I probably 3 know what your answers are going to be, but we'll 4 get through it.</p> <p>5 If at any time you don't understand a question 6 that I've asked, will you let me know so that I can 7 rephrase it?</p> <p>8 A Certainly.</p> <p>9 Q And then if I do get an answer to a 10 question, I am going to go ahead and assume you 11 understood what I was asking. Fair?</p> <p>12 A Fair.</p> <p>13 Q Okay. I will try to schedule breaks 14 throughout the day. Generally we do them about 15 every hour-ish or so, but this is -- we are on 16 lockdown for an hour, so if you need to take a break 17 for any reason, let me know. Okay?</p> <p>18 A Sounds good.</p> <p>19 Q The only real caveat to that is if I 20 am in the middle of a question or we would say a 21 question is pending, generally we'd want the 22 question answered before we go and take the break. 23 So, that's really the only caveat to that. Okay?</p> <p>24 A All right.</p> <p>25 Q Super. Chances are at some point</p>	<p style="text-align: right;">Page 13</p> <p>1 Q All right. Just as a reminder on the 2 record, everybody listening in, it could be that 3 some of the testimony today might be designated 4 confidential under the confidentiality and 5 protective order in this case. Some of the 6 documents may be subject to the confidentiality and 7 protective order in this case. So everybody is 8 reminded to act in accordance with that 9 confidentiality order and any subsequent 10 confidentiality order that might be entered by the 11 court.</p> <p>12 All right, Ms. Cobb. Here are some basics. 13 Did you bring a cell phone with you today?</p> <p>14 A I did not.</p> <p>15 Q Okay. Let me go off script for a 16 second. It looks like are you at home today.</p> <p>17 A Yes, I am.</p> <p>18 Q Okay. Where are you joining us from?</p> <p>19 A I am joining you from my home in 20 Embden, Maine.</p> <p>21 Q Amden?</p> <p>22 A Embden.</p> <p>23 Q Could you spell that, please?</p> <p>24 A Sure, E-M-B-D-E-N.</p> <p>25 Q All right. It sounds like a lovely</p>

<p style="text-align: right;">Page 14</p> <p>1 place. So you don't have a cell phone with you. Is 2 anybody with you in the room today? 3 A No. 4 Q Okay. Can we agree, since normally we 5 would all be in the same room for this -- obviously 6 today we are not, so can we agree that while we're 7 on the record here, you're not going to speak with 8 anybody except for me or maybe the court reporter if 9 she asks a followup question, unless it's with your 10 attorneys for the purpose of deciding whether the 11 attorney-client privilege applies? 12 A Agreed. 13 Q Great. You're doing wonderfully. I 14 also understand you've obviously got, I would 15 assume, a laptop in front of you, and that's how 16 you're communicating with us today? 17 A Yes, I do. 18 Q And I likewise would assume that 19 laptop has some sort of email capability? 20 A Yes, it does. 21 Q Can we just agree that if you do get 22 an email or instant message during the course of 23 today's proceeding while on the record, you will 24 avoid reading that? 25 A I will avoid them, yes.</p>	<p style="text-align: right;">Page 16</p> <p>1 testifying not just to your personal knowledge, but 2 to Anthem's knowledge as an entity? 3 A Yes. 4 Q Do you understand that the answers 5 that you give are going to be binding on Anthem as 6 an entity, right? 7 A Yes, I do understand. 8 Q Are you familiar with a different 9 entity called the Maine automobile -- back up, Maine 10 Automobile Dealers Association Inc. Insurance Trust? 11 A Yes, I am. 12 Q All right. Who or what is the Maine 13 Automobile Dealers Association Inc. Insurance Trust? 14 A They are an entity who provides 15 employee benefits to a number of different -- to a 16 number of car dealerships throughout the state of 17 Maine. 18 Q And are you familiar with an entity 19 called the Maine Automobile Dealers Association? 20 A Yes, I am. 21 Q Okay. And what's Anthem's 22 understanding of what that is? 23 A My understanding of the association is 24 that they provide advocacy on the part of the auto 25 dealers who participate with them in the state of</p>
<p style="text-align: right;">Page 15</p> <p>1 Q Okay. All right. Are you taking any 2 drugs or medications today that might affect your 3 ability to testify, comprehend questions or remember 4 details? 5 A I am not. 6 Q Do you understand that you've been 7 designated as the knowledgeable representative for 8 Anthem Health Plans of Maine, doing business as 9 Anthem Blue Cross Blue Shield, for purposes of a 10 designee deposition under the federal rules of civil 11 procedure? 12 A Yes. I understand. 13 Q All right. And can we also agree 14 today that if I say the word "Anthem," that's going 15 to be referring to Anthem Health Plans of Maine, 16 Inc. d/b/a Anthem Blue Cross Blue Shield? 17 A Yes. 18 Q And if that meaning ever needs to 19 change, I will let you know in my question. 20 A All right. 21 Q What is your understanding of your 22 responsibilities as Anthem's designee today? 23 A To give accurate testimony or to give 24 accurate answers to the questions that I'm asked. 25 Q And do you understand that you're</p>	<p style="text-align: right;">Page 17</p> <p>1 Maine. 2 Q It's like a trade association? 3 A Correct. 4 Q Okay. 5 A That's how I understand it to be. 6 Q Very good. So, again, just some 7 preparatory stuff. Can we agree if I say MADA, 8 M-A-D-A, I am referring to the insurance trust? 9 A Yes. It's typically how -- yes. I 10 say may-da. You say mada. That's fine. It's the 11 same thing. 12 Q Yeah. I don't think I can break my 13 habit and start saying may-da, but I'll try. We'll 14 see. And then if I refer to the association, I will 15 be referring to the trade organization, the trade 16 association that we talked about. Fair enough? 17 A Fair. 18 Q Great. Okay. Can we pull up Exhibit 19 1, please. All right. Ms. Cobb -- and again, if 20 you ever need Mr. Shulman to flip through any of the 21 pages on this, feel free to ask. Okay? 22 A Yes. 23 Q Have you seen this document before? 24 A Yes, I have. 25 Q So I will represent to you this is a</p>

<p style="text-align: right;">Page 18</p> <p>1 subpoena to testify -- and if we scroll down a few 2 pages -- keep going. Couple more. Yeah, like two 3 more. There we go -- and a list of topics for 4 examination that I provided to your legal counsel on 5 October 1, 2021. Did you receive a copy of these 6 topics of examination? 7 A Yes, I did. 8 Q Did you -- 9 MR. FULLER: I'd just like to state 10 for the record that we did object to those, so there 11 was objections to these particular topics, so I just 12 want that on the record. 13 MR. DORNER: Okay. 14 Q Did you review these topics once you 15 received them? 16 A I did review them. 17 Q For about how long? 18 A For perhaps about an hour. 19 Q Okay. Now, you're Anthem's only 20 designee that is going to be deposed on these 21 topics; is that correct? 22 A That is my understanding. 23 Q Okay. Did you review all, I guess 24 it's 35 topics within this notice? 25 A I did review them.</p>	<p style="text-align: right;">Page 20</p> <p>1 today. Fair enough? 2 A Fair. 3 Q Great. So other than conversations 4 that you might have had with your attorney, what 5 would you do to prepare for topics where you didn't 6 have personal knowledge about the subject matter? 7 A I would attempt to review to the 8 extent that I could to try to gain some knowledge, 9 but in some cases that even may be limited. 10 Q Okay. So did you consult with other 11 people within Anthem? 12 A I have not. 13 Q Did you review any documents, maybe, 14 that Anthem has in its possession regarding the 15 topics at issue that you didn't have personal 16 knowledge about? 17 A No. 18 Q All right. So I guess could you just 19 sort of generally describe -- and again, I don't 20 want to hear about conversations with your counsel, 21 but generally how did you go about preparing to 22 testify to these topics? Tell me your version of 23 it. 24 A I did spend a number of hours, 25 approximately eight hours with legal counsel,</p>
<p style="text-align: right;">Page 19</p> <p>1 Q Did you prepare to answer questions 2 about all 35? 3 A To an extent. 4 Q What do you mean by that? 5 A To the extent that I am able to. 6 Q Okay. What would have, maybe, 7 prevented you from being able to prepare to testify 8 to a topic? 9 A Perhaps my own lack of knowledge about 10 a particular topic. 11 Q Okay. And so if you found that you 12 had a lack of knowledge about a particular topic, 13 what would you do in that situation? 14 MR. FULLER: I am going to object to 15 the extent it calls for the communication -- 16 attorney-client communications, Drew. 17 MR. DORNER: That's fine. 18 Q And I don't want you to tell me -- you 19 know, we will nip this in the bud right now. If I 20 ask you a question, I'm not asking what you've 21 talked about with your legal counsel ever unless 22 there was somebody else in the room who wasn't -- 23 who either wasn't with Anthem or wasn't with your 24 legal counsel. I am not asking about those 25 conversations, and that goes for any question I ask</p>	<p style="text-align: right;">Page 21</p> <p>1 especially since I've never given a deposition 2 before, so I would, you know, be a little bit better 3 prepared. So I did spend that amount of time. And 4 understanding, you know, the topic that we would be 5 discussing today, I did look through, you know, 6 prior emails that I had received, whether it was 7 from may-da or mada, however we want to say it, as 8 well as from the counsel who had reached out to me 9 regarding the prescriptions in question. 10 Q And the counsel you're referring to is 11 counsel for MADA, right? 12 A Correct. 13 Q That's the Preti firm, P-R-E-T-I? 14 A Correct, Preti Flaherty. 15 Q All right. So let's go and turn to, I 16 guess, topic 7, which I believe is on page 4. 17 Actually, it should just be the next page. There we 18 go. And I'd like to just pick out some topics in 19 here that might be important throughout the day and 20 ask specifically what you did to prepare for them. 21 So I've got a couple picked out. 22 If you could review this topic and then tell 23 us how you prepared to discuss this for today, I'd 24 appreciate it. 25 A Just need to --</p>

<p style="text-align: right;">Page 22</p> <p>1 Q Sure. Take your time.</p> <p>2 A There were reports which were</p> <p>3 requested of me which I had obtained at the time</p> <p>4 that they were requested, and I have reviewed those</p> <p>5 reports just to better familiarize myself with them.</p> <p>6 Q What sorts of -- what was the content</p> <p>7 of these reports?</p> <p>8 A Based upon the request that was made</p> <p>9 of me, the reports were to identify those claims</p> <p>10 which were paid by our PBM on behalf of MADA for the</p> <p>11 VCDs.</p> <p>12 Q And there are a couple of</p> <p>13 abbreviations I want to make for the record. PBM,</p> <p>14 pharmacy benefits manager, is that your</p> <p>15 understanding of that term?</p> <p>16 A Yes.</p> <p>17 Q And VCDs, that's Victor Charlie Delta,</p> <p>18 that's valsartan-containing drugs?</p> <p>19 A Yes, or the substitute blood pressure</p> <p>20 medications.</p> <p>21 Q Right. Okay. Great. So I tend to</p> <p>22 differentiate between valsartan-containing drugs and</p> <p>23 other blood pressure medications that aren't</p> <p>24 valsartan. So when I ask questions about those, I</p> <p>25 do intend to keep those two things separate. Okay?</p>	<p style="text-align: right;">Page 24</p> <p>1 Q When you say the PBM, who are you</p> <p>2 referring to?</p> <p>3 A Well, over the course of time that we</p> <p>4 are covering, I believe that was mostly the PBM that</p> <p>5 was in effect at that time was Express Scripts.</p> <p>6 Q And then is there another one in the</p> <p>7 picture?</p> <p>8 A Effective July 1 of 2019 IngenioRX</p> <p>9 became the PBM for Maine Auto Dealers Association</p> <p>10 Insurance Trust.</p> <p>11 Q And did they become the PBM through</p> <p>12 Anthem's decision, like -- that was a horrible</p> <p>13 question. Let me re-ask that.</p> <p>14 Was it Anthem who decided to replace Maine</p> <p>15 Auto's PBM or was it MADA's decision?</p> <p>16 A It was Anthem.</p> <p>17 Q Okay. Now let's go just down one more</p> <p>18 page to topic 34. This is a long one, but it's the</p> <p>19 only topic -- I will represent to you it's the only</p> <p>20 topic I included that deals with formularies. Do</p> <p>21 you recall this topic?</p> <p>22 A Yes, I do.</p> <p>23 Q What did you do to prepare to testify</p> <p>24 on this topic?</p> <p>25 A Over the course of time for which MADA</p>
<p style="text-align: right;">Page 23</p> <p>1 A All right.</p> <p>2 Q Great. And, so basically the reports</p> <p>3 that you reviewed, it's claims data, right?</p> <p>4 A Correct.</p> <p>5 Q Okay. And would that claims data</p> <p>6 speak to whether or not there were things like</p> <p>7 Medicare subsidies or rebates or something like</p> <p>8 that, would that claims data have reflected that</p> <p>9 information?</p> <p>10 A That claims data did not.</p> <p>11 Q Did you review anything else that</p> <p>12 might reflect information about subsidies, rebates,</p> <p>13 things of that nature?</p> <p>14 A I did not.</p> <p>15 Q Okay. Let's go to topic 31 which is</p> <p>16 on page, I believe, 9. And I think, Ms. Cobb, that</p> <p>17 this topic is going to involve the same sorts of</p> <p>18 documents. If you could review this and let me know</p> <p>19 what you did for preparation today, I would</p> <p>20 appreciate it.</p> <p>21 A Similar to the other question or the</p> <p>22 earlier question, I did review the document that I</p> <p>23 obtained from the PBM, the pharmacy benefit manager</p> <p>24 that included any VCDs and/or blood pressure</p> <p>25 medications.</p>	<p style="text-align: right;">Page 25</p> <p>1 has had coverage through Anthem Blue Cross and Blue</p> <p>2 Shield, I did review which formularies they have</p> <p>3 been on.</p> <p>4 Q All right. So other than the</p> <p>5 preparations that we have already talked about, your</p> <p>6 meeting with counsel, review of some documents, did</p> <p>7 you do anything else to prepare for today's</p> <p>8 deposition?</p> <p>9 A That is probably it.</p> <p>10 Q Did you speak with anybody other than</p> <p>11 your attorneys or -- well, yeah. Did you speak with</p> <p>12 anybody other than your attorneys about today's</p> <p>13 proceeding?</p> <p>14 A Not specifically. I did let my own</p> <p>15 director and regional vice president of sales know</p> <p>16 that I was going to be giving a deposition.</p> <p>17 Q I totally understand. I had to do the</p> <p>18 same thing, because when I am taking a deposition,</p> <p>19 that usually means the days leading up I am not</p> <p>20 going to be home very much, so I had to tell people</p> <p>21 too. I had to tell my director. It's my fiance.</p> <p>22 All right. At any point had you discussed</p> <p>23 this deposition with either MADA or counsel for MADA?</p> <p>24 A I have not.</p> <p>25 Q I assume you haven't discussed it with</p>

<p style="text-align: right;">Page 26</p> <p>1 the association then, either, right?</p> <p>2 A I have not.</p> <p>3 Q Okay. Did you bring any documents</p> <p>4 with you today for this deposition?</p> <p>5 A I did not.</p> <p>6 Q All right. Let's get into some</p> <p>7 substantive stuff here. Tell me a little bit about</p> <p>8 yourself. What is your role within Anthem?</p> <p>9 A I am an account management consultant.</p> <p>10 Q And forgive me if I take some notes.</p> <p>11 I just want to make sure I get these details right.</p> <p>12 What does an account management consultant at Anthem</p> <p>13 do?</p> <p>14 A We work -- perhaps there is a lot that</p> <p>15 we do, but we work as a conduit for our customers to</p> <p>16 Anthem. That's probably the highest level I can</p> <p>17 give you as a description.</p> <p>18 Q Okay. So are you, like, a liaison</p> <p>19 between the plan and Anthem Blue Cross/Blue Shield?</p> <p>20 A Yes.</p> <p>21 Q All right. As an account management</p> <p>22 consultant, how familiar do you get with a</p> <p>23 particular plan, sponsors, benefits design or plans</p> <p>24 that they offer?</p> <p>25 MR. FULLER: I am just going to make a</p>	<p style="text-align: right;">Page 28</p> <p>1 As a account manager consultant, how familiar would</p> <p>2 you say you've become with a plan's benefits design?</p> <p>3 MR. FULLER: Objection. Vague.</p> <p>4 Q This is one of those times where you</p> <p>5 might hear "objection," but you can answer if you</p> <p>6 understand.</p> <p>7 A I've become, I would say, pretty</p> <p>8 familiar with a particular plan design.</p> <p>9 Q Okay. And so are you personally --</p> <p>10 are you very familiar with the plans that MADA</p> <p>11 offered from 2012 to, let's say, 2020?</p> <p>12 A I wouldn't say that I am very</p> <p>13 familiar.</p> <p>14 Q Great. I am crossing off some</p> <p>15 questions here. Could you explain particularly what</p> <p>16 your common interactions are with MADA as an account</p> <p>17 management consultant?</p> <p>18 A I supply claims reporting to them. I</p> <p>19 answer many of their day to day questions. I am</p> <p>20 truly, I think, in constant contact with them since</p> <p>21 they are a large customer for us here in Maine. I</p> <p>22 work internally as their questions come to me in</p> <p>23 order to get them the answers that they need.</p> <p>24 Q Okay. About how much of your time</p> <p>25 would you say you spend dealing on MADA-related</p>
<p style="text-align: right;">Page 27</p> <p>1 general objection. I am just going to make a</p> <p>2 general objection. It's a vague question. I don't</p> <p>3 know if you want to be more specific about it, but</p> <p>4 it's vague.</p> <p>5 MR. DORNER: Okay. And I know,</p> <p>6 Mr. Fuller, you probably don't have the benefit of</p> <p>7 this. We've got a deposition protocol in this case.</p> <p>8 I'm sure you haven't seen it. I apologize. If I</p> <p>9 should have sent that to you, I do apologize.</p> <p>10 I know the Court in this case</p> <p>11 generally prefers just a quick objection; vague, one</p> <p>12 or two words, unless it's an instruction not to</p> <p>13 answer. So I realize you didn't know that, so I</p> <p>14 just want to let you know that that's the procedure</p> <p>15 we've got in place for depositions in this matter.</p> <p>16 Okay?</p> <p>17 MR. FULLER: Okay. Did I stray beyond</p> <p>18 it? It didn't seem like I did, but if I did,</p> <p>19 objection. Vague.</p> <p>20 MR. DORNER: Not at all. And I don't</p> <p>21 think you said too much at all, certainly. I don't</p> <p>22 think you were testifying into the record. I was</p> <p>23 just letting you know the custom in this case, so I</p> <p>24 think we're fine.</p> <p>25 Q So I am going to re-ask that question.</p>	<p style="text-align: right;">Page 29</p> <p>1 matters versus other clients?</p> <p>2 A It varies. It varies between their</p> <p>3 open enrollment period versus the rest of the year</p> <p>4 and also what their needs are at any particular</p> <p>5 time. I would, perhaps, say for the bulk of</p> <p>6 business that I manage, they probably consume 10 to</p> <p>7 15 percent of my time.</p> <p>8 Q Okay. Is Anthem aware that MADA has</p> <p>9 filed a lawsuit against a number of defendants</p> <p>10 relating to a medication called valsartan?</p> <p>11 A To the extent that I've let anyone</p> <p>12 internally here know that I was giving this</p> <p>13 deposition.</p> <p>14 Q You're certainly aware, personally</p> <p>15 you're aware that MADA has filed a lawsuit over</p> <p>16 valsartan, right?</p> <p>17 A Yes.</p> <p>18 Q Okay. Can you tell me Anthem's</p> <p>19 understanding -- and if it's just you, I guess it's</p> <p>20 your understanding, but Anthem's understanding of</p> <p>21 what MADA's lawsuit is about?</p> <p>22 A I think I would be speaking on behalf</p> <p>23 of myself, which I realize I am speaking on behalf</p> <p>24 of MADA, is that they have filed suit, some type of</p> <p>25 class action suit with regard to valsartan claims.</p>

<p style="text-align: right;">Page 30</p> <p>1 Q Do you have any idea the kind of</p> <p>2 damages that they are attempting to recover?</p> <p>3 A I do not know that.</p> <p>4 Q So can you generally describe the</p> <p>5 kinds of communications that have occurred between</p> <p>6 Anthem and MADA regarding the lawsuit?</p> <p>7 A I think overall those have been</p> <p>8 somewhat limited, really, to the gathering of the</p> <p>9 reports that I have been able to get that I have</p> <p>10 subsequently supplied.</p> <p>11 Q About how many reports has Anthem</p> <p>12 supplied to MADA since the lawsuit began? And I</p> <p>13 want to say it's 2018, either '18 or '19, but how</p> <p>14 many reports has Anthem supplied to MADA?</p> <p>15 A I believe there are only three.</p> <p>16 Q Can you just tell me what those three</p> <p>17 reports are; like, describe them for me?</p> <p>18 A Sure. They're claims reports, some of</p> <p>19 which I would say do have the information that I</p> <p>20 provided did contain PHI, personal health</p> <p>21 information to identify the claims that were filled,</p> <p>22 the dates they were filled, the amounts that were</p> <p>23 paid on behalf of -- that the member may have paid</p> <p>24 as well as the amounts which MADA would have paid.</p> <p>25 Q And I think --</p>	<p style="text-align: right;">Page 32</p> <p>1 wouldn't be able to do that?</p> <p>2 A I would not.</p> <p>3 Q Lucky you. It's just a big lawsuit.</p> <p>4 You don't want to know anything about that. Well,</p> <p>5 I'll tell you, so I do represent one of the</p> <p>6 defendants in that case, actually a number of the</p> <p>7 defendants in that case. Just to share, that's</p> <p>8 Princeton Pharmaceutical, Zhejiang-Huahai</p> <p>9 Pharmaceutical -- that's Z-H-E-J-I-A-N-G;</p> <p>10 H-U-A-H-A-I -- Solco Healthcare and Huahai U.S.</p> <p>11 Incorporated.</p> <p>12 I might refer to those entities collectively</p> <p>13 as ZHP. So if I say "ZHP," you understand that is</p> <p>14 what I am referring to?</p> <p>15 A Yes.</p> <p>16 Q And you understand there are other</p> <p>17 lawyers on this call, both for plaintiffs and the</p> <p>18 other defendants in this lawsuit?</p> <p>19 A Yes, I do understand that.</p> <p>20 Q All right. And then at the end of the</p> <p>21 day today it might be that some of them will also</p> <p>22 have some questions for you. I hope it's not much,</p> <p>23 but it's possible that may happen, all right. Can</p> <p>24 we go to page -- I guess it's 15 of Exhibit 1.</p> <p>25 THE VIDEOGRAPHER: 15 of the PDF?</p>
<p style="text-align: right;">Page 31</p> <p>1 A That's at a high level. I mean, there</p> <p>2 was more to it than that such as quantity, et</p> <p>3 cetera, but that's the gist of the report.</p> <p>4 Q Well, I think we'll probably be taking</p> <p>5 a look at one or two of those today or one or two</p> <p>6 similar ones. I'm not sure if they're exact</p> <p>7 replicas of the reports you're talking about. Maybe</p> <p>8 we can find out over the course of today.</p> <p>9 Would it be difficult for you to, if you were</p> <p>10 to be asked to search for emails between you and</p> <p>11 either MADA and counsel, would those be difficult for</p> <p>12 you to locate?</p> <p>13 MR. FULLER: I am going to make an</p> <p>14 objection there. I think we've already produced the</p> <p>15 documents responsive.</p> <p>16 MR. DORNER: I don't believe you have,</p> <p>17 but it doesn't matter. You can answer the question.</p> <p>18 A Yes, I would be able to find and</p> <p>19 produce those emails.</p> <p>20 Q Are you able to tell me who any of the</p> <p>21 defendants are in the lawsuit that MADA has filed?</p> <p>22 A I think the only way I'd be able to</p> <p>23 definitively answer that would be to look back at</p> <p>24 that subpoena.</p> <p>25 Q Okay. So sitting here right now, you</p>	<p style="text-align: right;">Page 33</p> <p>1 MR. FULLER: Guys, while we are doing</p> <p>2 that, I hate to ask for a break early, but I've got</p> <p>3 to get my youngest out the door. So could we take,</p> <p>4 like, a ten minute break a little earlier on this</p> <p>5 hour?</p> <p>6 MR. DORNER: That's completely fine.</p> <p>7 Yeah. So we'll take 10 and we'll reconvene at,</p> <p>8 let's just say 10 to 11 in the east.</p> <p>9 THE VIDEOGRAPHER: Going off the</p> <p>10 record, the time is 10:41. Stand by.</p> <p>11 (Off the record.)</p> <p>12 THE VIDEOGRAPHER: We are back on the</p> <p>13 video record. The time is 10:55.</p> <p>14 Q Welcome back, everybody. Let's put up</p> <p>15 page 15 of Exhibit 1. There it is. Now, Ms. Cobb,</p> <p>16 have you seen this document before?</p> <p>17 A Yes.</p> <p>18 Q When would you have seen this?</p> <p>19 A I would have seen this during our</p> <p>20 preparations.</p> <p>21 Q Okay. You'll notice at the bottom of</p> <p>22 pages 45 and 46 there's reference to valsartan and</p> <p>23 valsartan and hydrochlorothiazide. The reason I am</p> <p>24 showing you this document is to make sure when I</p> <p>25 talk about substitute blood pressure medications or</p>

<p style="text-align: right;">Page 34</p> <p>1 other blood pressure medications, I am talking about 2 the stuff in the document that is before you right 3 now minus things like valsartan, because obviously 4 we are going to refer to valsartan as valsartan. Is 5 that fair? 6 A That's fair. 7 Q Okay. And do you need to look through 8 the remainder of Exhibit A or are you familiar 9 enough with it that we can move past it? 10 A I believe I'm familiar enough with it. 11 Q Okay. And I don't intend on asking 12 any questions about it, just the idea of what a 13 blood pressure medication is. Okay? 14 A Sure. 15 Q All right. So we can take that 16 exhibit down, and let's talk a little bit about what 17 Anthem does. 18 So, first off, can you tell me a little bit 19 about the kinds of plans that Anthem provides 20 benefits administration services for? 21 A Anthem Maine provides administrative 22 services for health plans. Those health plans can 23 include your PPO plans, preferred provider 24 organizations. They can include consumer driven 25 health plans or plans that are compatible with</p>	<p style="text-align: right;">Page 36</p> <p>1 Q Understood. 2 A And the members would be the total 3 number of lives. 4 Q Okay. And so a spouse or a dependent? 5 A Correct. 6 Q And then the various customers that 7 you have, they'll have a variety of different PPO or 8 HMO or HSA plans to choose from, right? 9 A Correct. 10 Q Do you have a sense of the total 11 number of different plans that could be offered to 12 any one of your customers? 13 MR. FULLER: I am going to make an 14 objection. It's outside the scope of the depo 15 topics. 16 Q You can answer. 17 A I think, defining how those plans are, 18 I would say those are the three categories that 19 plans typically fall into. Within those categories 20 plans can have almost an infinite number of 21 variations because of the cost shares that different 22 employers decide to impose upon their employees, so 23 deductible total out of pocket copayments, et 24 cetera. 25 Q Okay. So I'd like to focus, then, on</p>
<p style="text-align: right;">Page 35</p> <p>1 health savings account and they also include a 2 variety of different HMO plans. 3 Q And when we're talking about plans, 4 every plan is going to have a plan sponsor, right? 5 A Yes. 6 Q And those are what we typically might 7 refer to as third-party payers? 8 A Yes. 9 Q How diverse would you say the 10 third-party payers that Anthem is providing services 11 for; is it quite a range, big and small, for 12 example? 13 A Typically we provide third-party 14 administrative services for our larger customers. 15 Q What would you say is the smallest of 16 Anthem Maine's customers that you're providing 17 benefits services for? 18 A Probably 300 contracts with 19 approximately 500 members. 20 Q And when you refer to contracts, what 21 are you referring to? 22 A Contracts are what we would define as 23 the policy holder -- 24 Q Gotcha. 25 A -- so 300 employees.</p>	<p style="text-align: right;">Page 37</p> <p>1 where Anthem fits into MADA's -- Mayda's health 2 benefits process. Could you describe the source of 3 services that Anthem was providing to MADA from 2012 4 to, let's say, 2020? 5 A Sure. During that time, Anthem Health 6 Plans of Maine has provided at least three. There 7 are now four different health benefit options for 8 Maine auto dealer members. At the present time 9 there are two PPO options and two high deductible 10 health plans that are compatible with HSA programs. 11 Q You said there were -- oh, I 12 understand. So that's where you get the four, two 13 PPO plus two HSA? 14 A Two and two, yes. 15 Q When it was three, how did that break 16 down? 17 A I believe when it was three, they just 18 simply have three PPO options. 19 Q So those are the plans that Anthem is 20 offering to MADA. I understand there's also a 21 service component to what Anthem is providing to 22 MADA. What sort of services are provided as part of 23 offering those plans? 24 A What we administer, I say. We 25 administer those plans on behalf of Maine auto</p>

<p style="text-align: right;">Page 38</p> <p>1 dealers. Within that we, you know -- actually,</p> <p>2 could you just repeat the question, please?</p> <p>3 Q I think I have a followup already. So</p> <p>4 what would administration of those plans involve?</p> <p>5 Just generally discuss what does that involve.</p> <p>6 A Sure. Administration of those plans</p> <p>7 involves us providing customer service to employees.</p> <p>8 It involves us paying the claims that come into</p> <p>9 Anthem's claim system. It involves reporting that</p> <p>10 we do back to MADA on monthly basis. It involves a</p> <p>11 lot.</p> <p>12 Those are, you know, I think from a high level</p> <p>13 and from a perspective of, you know, what we do on a</p> <p>14 very regular basis; that is, we pay claims on their</p> <p>15 behalf and we answer their questions as they come in</p> <p>16 to us.</p> <p>17 Q Before we get into documents which I</p> <p>18 think might sort of spell out the responsibilities</p> <p>19 and what Anthem is doing, I just want to get your</p> <p>20 sense of sort of how a typical claim for a</p> <p>21 prescription might work in the real world, so to</p> <p>22 speak.</p> <p>23 So, let's say we're back in 2018 and there's a</p> <p>24 MADA member who goes to fill a prescription for</p> <p>25 valsartan. First of all, would it matter whether or</p>	<p style="text-align: right;">Page 40</p> <p>1 Maine Auto Dealers is responsible for -- sorry.</p> <p>2 Q No problem. Oh, was that a pet?</p> <p>3 A That was a cat.</p> <p>4 Q Aww.</p> <p>5 A If I try to keep the door closed, he's</p> <p>6 just going to try to scratch at it, so...</p> <p>7 Q Cats are, of course, welcome, but I</p> <p>8 would ask that he make an appearance on the record.</p> <p>9 A Okay.</p> <p>10 Q I'm just kidding. I'm just kidding.</p> <p>11 Okay. So when it comes to -- you mentioned that the</p> <p>12 PBM will process the claim. To the extent Anthem</p> <p>13 knows, what does that processing involve; what does</p> <p>14 "process" mean?</p> <p>15 A They take the, you know, information</p> <p>16 that is provided to them, which is the information</p> <p>17 that's coming from the pharmacist.</p> <p>18 The -- I'm sorry. I'm going to have to move</p> <p>19 him.</p> <p>20 MR. FULLER: Let the record reflect</p> <p>21 that Patty removed her cat.</p> <p>22 MR. DORNER: No objection.</p> <p>23 A Sorry about that, but the process of</p> <p>24 that is the pharmacist enters the information which</p> <p>25 would be what the prescription is; the amount, et</p>
<p style="text-align: right;">Page 39</p> <p>1 not that person went to a mail order versus a brick</p> <p>2 and mortar pharmacy?</p> <p>3 A No.</p> <p>4 Q Okay.</p> <p>5 A No.</p> <p>6 Q So let's assume this person goes to</p> <p>7 any old pharmacy there in Maine, gets a fill for</p> <p>8 valsartan. How is that claim processed? Walk me</p> <p>9 through that.</p> <p>10 MR. FULLER: I am going to make an</p> <p>11 objection. That's a incomplete hypothetical.</p> <p>12 Q You can answer.</p> <p>13 A A member goes to a pharmacy. They</p> <p>14 present their identification card. The pharmacist</p> <p>15 will proceed to enter the member's identification</p> <p>16 number into the system and proceed to fill the</p> <p>17 prescription that their doctor has prescribed to</p> <p>18 them.</p> <p>19 That information that the pharmacist enters</p> <p>20 feeds to the PBM that Anthem works with or that we</p> <p>21 contract with at any time to process that claim, and</p> <p>22 the member would typically pay some portion of the</p> <p>23 claim. They would pay some out-of-pocket portion at</p> <p>24 the time that they fill it and that is recorded by</p> <p>25 Anthem as well as the portion of the claim which</p>	<p style="text-align: right;">Page 41</p> <p>1 cetera. That information, as I can at least</p> <p>2 understand it, it goes to the PBM. The PBM</p> <p>3 processes that against the benefits that the</p> <p>4 employee has on behalf of MADA.</p> <p>5 Q Okay. So the processing that the PBM</p> <p>6 is doing is saying -- correct me if I'm getting this</p> <p>7 wrong -- it's saying, all right. Here's what the</p> <p>8 member wants to fill. Here is the benefit that</p> <p>9 their plan provides.</p> <p>10 Putting those two things together, the member</p> <p>11 owes so much dollars and MADA owes so many dollars.</p> <p>12 Is that accurate?</p> <p>13 A Correct.</p> <p>14 Q Great. Simple. For a general</p> <p>15 medication like a valsartan, would there be any</p> <p>16 approvals necessary?</p> <p>17 A Well, the member's coverage has to be</p> <p>18 active. As long as it's considered to be a covered</p> <p>19 prescription, which I understand valsartan was or</p> <p>20 is, then it would be -- that claim would proceed to</p> <p>21 be processed.</p> <p>22 Q No pre-approval, I guess, necessary?</p> <p>23 I guess maybe that's a better way of asking.</p> <p>24 A I don't know if there was a</p> <p>25 pre-approval that was required for valsartan.</p>

<p style="text-align: right;">Page 42</p> <p>1 Q Okay. So then a payment is presumably 2 made at some point. I think you said the member 3 pays their portion of the prescription cost, but 4 then there is another portion that MADA has to pay. 5 Does MADA immediately write a check or send a 6 transfer of money or does money come from somewhere 7 else at first? 8 A Well, what happens is, is that 9 particular prescription claim and others that MADA 10 members fill throughout a period of time are 11 calculated and are in fact billed to Maine Auto 12 Dealers Association, you know, MADA in order for 13 them to pay their claims. 14 Since they are a self -- when -- they are an 15 ASO customer with us, administrative services only, 16 so that means that Anthem provides administrative 17 services to them, but they are responsible for paying 18 their own claims. With that we inform them on a 19 weekly basis what their claims responsibility is. 20 Q Okay. So ultimately this pharmacy, 21 whatever pharmacy in our hypothetical this person 22 has gone to, ultimately they want \$100 for whatever 23 this prescription is, this valsartan prescription. 24 The member, let's say, has put down \$20 as a 25 copay. There's \$80 left. Where does that pharmacy</p>	<p style="text-align: right;">Page 44</p> <p>1 Q Okay. All right. Fair to say the 2 pharmacy isn't paid right away, there's at least a 3 week's worth of lead time, that's how long it takes 4 for Anthem to get the claim data to MADA? 5 A When the member leaves the pharmacy, 6 the pharmacy knows that that payment will get made, 7 because that claim has been approved when the 8 pharmacist put that claim through. When exactly 9 that payment gets made, I can't speak to. 10 Q Fair. It's not instantaneous, I think 11 we can agree to that, right? Was that an "I don't 12 know"? 13 A I don't know if it's instantaneous or 14 not. They know that the claim has been approved. 15 Q Okay. All right. Let's go ahead and 16 let's go to Exhibit 2, all right, and can we go down 17 one page. All right, Ms. Cobb. Have you seen this 18 document before? 19 A Yes, I have. 20 Q Could you tell us what it is? 21 A It is the administrative services 22 agreement between Anthem and MADA. 23 Q Okay. Now, I have modified this 24 document. I am just letting you know I have 25 modified this document just slightly. I understand</p>
<p style="text-align: right;">Page 43</p> <p>1 get the \$80 from? 2 MR. FULLER: I am making an objection. 3 Lacks foundation. Calls for speculation. 4 Q You can answer. 5 A That \$80 is billed through the PBM and 6 that information on a weekly basis comes to Anthem 7 so that we may then in turn bill MADA for their 8 prescription claims as well as their medical claims. 9 Q Okay. And then does MADA directly pay 10 the pharmacy or do they pay Anthem or Anthem's PBM 11 and then Anthem's PBM ultimately writes the check to 12 the pharmacy for the \$80? 13 A Well, we inform MADA on a weekly basis 14 what their claims responsibility is and they pay via 15 ACH wire. 16 Q Wire to whom, where does the money go? 17 A That would come back to Anthem. 18 Q Okay. And then Anthem would then cut 19 a separate check or ACH or some form of payment that 20 would ultimately go to the pharmacy; is that right? 21 A Some form of payment, correct. 22 Q Other than a check or a wire transfer, 23 are there any other -- 24 A I do not know specifically how that 25 payment arrives back at the pharmacy.</p>	<p style="text-align: right;">Page 45</p> <p>1 there were a number of amendments that have been 2 made to this document, and so I took every one that 3 we have that that's been produced and I added them 4 to the end of this in the order that they go. 5 So, it's this administrative services 6 agreement followed by Amendment 3, then Amendment 4, 7 then Amendment 5, then Amendment 6. Do you follow 8 me? 9 A Yes, I do. 10 Q Are you generally familiar with those 11 amendments as well? 12 A Generally, yes. 13 Q All right. Now, before we get to 14 discussing some of the terms in this document, we 15 are missing Amendments 1 and 2 to the administrative 16 services agreement. By the way, can I call it the 17 ASA for short? 18 A Sure. 19 Q Okay. Good. So have you ever 20 reviewed -- you personally -- have you ever reviewed 21 Amendment 1 or Amendment 2 to the ASA? 22 A I don't believe so. 23 Q Does anybody at Anthem have any 24 knowledge as to what was in Amendment 1 of the ASA? 25 A I don't know. I expect Amendment 1</p>

<p style="text-align: right;">Page 46</p> <p>1 exists, but I have not seen it.</p> <p>2 Q Okay. Did you do any investigation as</p> <p>3 to the whereabouts or the contents of Amendment 1?</p> <p>4 A I tried to pull what I could, based</p> <p>5 upon the requests that were made of me. That's what</p> <p>6 I could find, based on the requests that were made</p> <p>7 of me.</p> <p>8 Q You didn't ask anybody else about what</p> <p>9 Amendment 1 might have said or where it is?</p> <p>10 A I did not.</p> <p>11 Q Okay. Same goes for Amendment 2; did</p> <p>12 you consult anybody else at Anthem about what that</p> <p>13 might say or where it might be?</p> <p>14 A I looked into where it may be as well</p> <p>15 as I asked. I was not able to locate it.</p> <p>16 Q Okay. I believe you said, but let me</p> <p>17 just clarify; do you have any idea -- does Anthem</p> <p>18 have any idea what the terms of Amendment 1 might</p> <p>19 have been?</p> <p>20 A I would expect that someone somewhere</p> <p>21 going back could speak to that. I was not able to</p> <p>22 find it.</p> <p>23 Q Okay. Do you have any idea who that</p> <p>24 person might be or what department they might be in?</p> <p>25 A Given how far back I think some of</p>	<p style="text-align: right;">Page 48</p> <p>1 that I'm able, I am going to refer to the pages by</p> <p>2 Bates stamps, so don't get hung up by the other</p> <p>3 numbers you may see on the page. All right?</p> <p>4 A All right.</p> <p>5 Q So we are on MADA 000128 and I want to</p> <p>6 focus on a definition on this page right in the</p> <p>7 middle called Anthem Affiliate. Do you see that</p> <p>8 definition?</p> <p>9 A Yes.</p> <p>10 Q Okay. So it says an Anthem affiliate</p> <p>11 is an entity controlling, under common control with</p> <p>12 or controlled by Anthem. Did I read that correctly?</p> <p>13 A Yes.</p> <p>14 Q So from 2012 to 2020, were any</p> <p>15 pharmacy benefits managers that provided</p> <p>16 prescription drug services for MADA considered</p> <p>17 Anthem affiliates?</p> <p>18 A IngenioRX became part of or became the</p> <p>19 PBM that we associated with in July of 2019.</p> <p>20 Q So there's common control between</p> <p>21 Anthem and IngenioRX?</p> <p>22 MR. FULLER: Wait a minute. That</p> <p>23 might call for a legal conclusion, so I am going to</p> <p>24 object.</p> <p>25 MR. DORNER: You can object to that.</p>
<p style="text-align: right;">Page 47</p> <p>1 these date, I don't know who that would be at this</p> <p>2 time.</p> <p>3 Q What about Amendment 2, does Anthem</p> <p>4 have any idea what the terms of that might have</p> <p>5 said?</p> <p>6 A I would say, you know, same as with</p> <p>7 regard to Amendment 1.</p> <p>8 Q Sitting here today, you're not able to</p> <p>9 tell us whether or not the terms of Amendment 1</p> <p>10 might have affected the prices that MADA would have</p> <p>11 paid for valsartan from 2012 to 2020, right?</p> <p>12 A I'm not able to tell you that.</p> <p>13 Q Same goes for Amendment 2?</p> <p>14 A Yes.</p> <p>15 Q It could have. We just don't know,</p> <p>16 right?</p> <p>17 A Correct.</p> <p>18 Q All right. So let's go -- so I will</p> <p>19 refer to pages today by what's called a Bates</p> <p>20 number, Ms. Cobb. So if you look at the bottom</p> <p>21 right of this document, you will see a little code,</p> <p>22 MADA 000128. Do you see what I'm referring to?</p> <p>23 A Yes.</p> <p>24 Q So in law we typically refer to those</p> <p>25 as Bates numbers or Bates stamps. To the extent</p>	<p style="text-align: right;">Page 49</p> <p>1 I am still going to ask her to answer the question.</p> <p>2 Q There is still common control between</p> <p>3 IngenioRX and Anthem?</p> <p>4 MR. FULLER: Objection. Calls for a</p> <p>5 legal conclusion.</p> <p>6 Q You can answer.</p> <p>7 A I don't have the details as to how</p> <p>8 Anthem fully interacts with Ingenio.</p> <p>9 Q Were there any other -- other than the</p> <p>10 two PBMs we talked about, Ingenio and Express</p> <p>11 Scripts, were there any other Anthem affiliates who</p> <p>12 performed services regarding prescription drug</p> <p>13 benefits under MADA's claims -- excuse me, under</p> <p>14 MADA's plans?</p> <p>15 A From what time period?</p> <p>16 Q Generally we will refer to 2012 to</p> <p>17 2020.</p> <p>18 A Yes. From 2012 to July 2019 it was</p> <p>19 Express Scripts and from July of '19 forward has</p> <p>20 been IngenioRX.</p> <p>21 Q Other than those two, no other Anthem</p> <p>22 affiliates have provided any other services related</p> <p>23 to MADA's plans; is that right?</p> <p>24 A Correct.</p> <p>25 MR. DORNER: Can we go to the next</p>

<p style="text-align: right;">Page 50</p> <p>1 page, please. All right. There we go. 2 Q And I want to focus on the definition 3 of paid claim. I realize it's quite a long 4 definition. Let's just do the top paragraph. 5 So a paid claim, if you want to review and 6 take your time, but a paid claim is basically 7 whatever Anthem charged MADA for a covered service, 8 like a prescription drug. Is that accurate? 9 MR. FULLER: Are you asking her to 10 define this term? 11 MR. DORNER: Can we repeat the 12 question, please? 13 (The previous question as requested 14 was read by the reporter.) 15 MR. DORNER: That's what I'm asking. 16 MR. FULLER: And I'm asking, are you 17 asking her by this term -- 18 MR. DORNER: Chad, I asked the 19 question, okay. If she understands it, she can 20 answer it. 21 MR. FULLER: Yes. I understand that, 22 but you've got this term up. Is she supposed to 23 be -- 24 MR. DORNER: Do you have an objection 25 or not? Do you have an objection?</p>	<p style="text-align: right;">Page 52</p> <p>1 ask it this way. 2 In the example we were talking about earlier 3 where somebody got a prescription for valsartan, does 4 the plan -- what happens first; does the plan pay 5 Anthem and then Anthem tenders payment to, in that 6 case the pharmacy, or does Anthem pay the pharmacy 7 and then sort of gets reimbursed by the plan for the 8 claims? 9 A Well, I might be repeating myself from 10 earlier, so my apologies. As in the case of 11 prescription claim as that member goes to the 12 pharmacy, fills that prescription, the prescription 13 is approved, the member pays their portion. The 14 pharmacy knows that the prescription is approved and 15 the member has paid that portion. That balance is 16 an amount that then goes to the PBM. 17 The PBM then transfers those claims to Anthem, 18 whereby we bill MADA for their prescription claims as 19 well as any medical claims that they may have had in 20 that week time period. 21 Q Okay. And I think I understand the 22 process getting up to there. I guess I am just 23 asking who actually -- who pays the pharmacy; does 24 it come from Anthem before Anthem collects from MADA 25 or does it -- does MADA pay Anthem first and then</p>
<p style="text-align: right;">Page 51</p> <p>1 MR. FULLER: Yeah. The document -- 2 MR. DORNER: Make your objection. 3 MR. FULLER: -- speaks for itself. 4 Look, man. We're a third party to this. You don't 5 have to get hot with me. I am just trying to 6 protect this witness from, like, you know, defining 7 these terms in a way that I didn't understand, 8 that's all. 9 Q Ms. Cobb, is Anthem's understanding of 10 a paid claim essentially what whatever Anthem 11 charges to MADA for a covered service such as a 12 prescription drug? 13 A A paid claim, it is a claim for which 14 Anthem has paid on behalf of an insured. That 15 amount which is paid on behalf of them is then 16 charged back to the plan sponsor in which this case 17 is MADA. 18 Q Okay. I understand. Now, when we 19 were talking earlier about sort of the process for 20 where payments come from, where does the money come 21 from; do you remember that conversation from a few 22 minutes ago? 23 A Yes. 24 Q So I had understood from that that the 25 money is -- I take that back. Strike that. Let me</p>	<p style="text-align: right;">Page 53</p> <p>1 Anthem basically just transfers that payment over to 2 the pharmacy? 3 A MADA pays Anthem. How that transfer 4 works exactly from Anthem back to -- you know, I 5 don't know the components of how that transaction 6 takes place. 7 Q Okay. 8 A It's just simply not part of my 9 knowledge here at Anthem about, you know, how that 10 adjudication takes place. I just know that on a 11 weekly basis that claim or that group of claims from 12 MADA members comes to Anthem, we bill MADA, MADA 13 pays us, and in some way, shape or form those claims 14 have or are paid on behalf of the members. 15 Q All right. And then that latter 16 process you are referring to, I think you used the 17 term "adjudication"? 18 A Mm-hmm. 19 Q What exactly is an adjudication? 20 A When we say we adjudicate a claim is 21 how we process. "Adjudicate" is another word for 22 process. 23 Q Gotcha. Okay. Can we Zoom in 24 Subsection 3 underneath paid claim. It starts with 25 prescription drug claims. In this I want to refer</p>

<p style="text-align: right;">Page 54</p> <p>1 specifically -- feel free to read the whole subject 2 or -- excuse me, text that we have blown up here. I 3 want to refer to -- I believe it's the last 4 sentence -- second to last sentence. Sorry. 5 "Anthem negotiates contracts with pharmacy 6 providers on its own behalf at various compensation 7 terms and rates." Did I read that sentence 8 correctly? 9 A Yes, you did. 10 Q So while this section was in effect, 11 what associations did Anthem undertake with pharmacy 12 providers with respect to valsartan? 13 A I do not have the specifics of that. 14 Q Is it possible to determine or, I 15 guess, look into that, either for documents or for 16 records of those associations? 17 MR. FULLER: I will make an objection. 18 There's no more homework. 19 MR. DORNER: It's not an objection to 20 form. You are limited to objections to form during 21 a deposition. 22 MR. FULLER: Okay. Well, I am making 23 an objection. 24 A In my capacity here at Anthem, that's 25 not something I would have specific access to.</p>	<p style="text-align: right;">Page 56</p> <p>1 Anthem's understanding of this section of what this 2 section allows Anthem to do? 3 MR. FULLER: I am going to make an 4 objection if it calls for legal conclusion. 5 Document speaks for itself. 6 Q You can answer. 7 A I would read it exactly as it is, is 8 that it allows Anthem to retain the difference, if 9 any, between the amounts charged, the plan sponsor 10 and the dispensing fee and/or the drug reimbursement 11 rate actually paid to such providers. 12 Q So did this happen with valsartan from 13 2012 to 2020? 14 A I'm not able to answer that. 15 Q Is it possible that Anthem was 16 retaining the difference between what it might have 17 paid a pharmacy for valsartan versus what it 18 collected from MADA from 2012 to 2020? 19 A I'm not able to answer that. 20 Q Not even if it's possible? 21 MR. FULLER: That just calls for 22 speculation. Objection. 23 Q You can answer. 24 A I would have to reach out to a number 25 of different people to try to obtain that</p>
<p style="text-align: right;">Page 55</p> <p>1 Q Do you know who might? 2 A I know who might, yes. 3 Q Did you undertake any effort to look 4 into that? 5 A I mean, we're talking Anthem 6 negotiates contracts with pharmacy providers on its 7 own behalf at various compensation terms and rates. 8 I think that's a detail that's beyond my position 9 here in the sales area at Anthem. 10 Q So today you're not able to talk about 11 any of the negotiated terms and rates that Anthem 12 would pay to pharmacies for a drug like valsartan; 13 is that accurate? 14 A That is accurate. 15 Q Okay. The next sentence here says, 16 "Anthem may retain the difference, if any, between 17 the amounts charged plan sponsor and the dispensing 18 fee and/or the drug reimbursement rate actually paid 19 to such providers." 20 Do you see what I am referring to? 21 A Yes, I do. 22 Q So is -- are you familiar with the 23 term "spread pricing"? 24 A Vaguely. 25 Q Okay. So let me ask, then, what is</p>	<p style="text-align: right;">Page 57</p> <p>1 information. 2 MR. FULLER: Guys, I hate to do this. 3 I am getting a text from my kid's school. I gotta 4 take a quick break here. I'm sorry. We can take 5 five? 6 MR. DORNER: We can take five. We'll 7 be back here at 11:35. 8 THE VIDEOGRAPHER: Going off the video 9 record. The time is 11:29. We're off. 10 (Off the record.) 11 THE VIDEOGRAPHER: We are back on the 12 video record. This begins Media Volume No. 2. The 13 time is 11:41. 14 BY MR. DORNER: 15 Q All right. We were referring to a 16 section on page MADA 000129 regarding prescription 17 drug claims and Anthem retaining the difference 18 between amounts charged to MADA versus what is 19 actually paid to the pharmacy, and I believe 20 Ms. Cobb, your testimony is you aren't prepared to 21 testify on that issue; is that right? 22 A Could we pull that exhibit back up, 23 please? 24 Q Sure. Could we do Exhibit 2 at MADA 25 129, please, and then we'll blow up sub paragraph 3</p>

<p style="text-align: right;">Page 58</p> <p>1 under "paid claim." Go ahead and review that, 2 Ms. Cobb, and let me know when you're ready. 3 A Okay. 4 Q All right. So what I have been asking 5 you about is with regard to valsartan. Was there 6 usually a difference between the amount of money 7 that Anthem -- and this is from 2012 to 2020 -- 8 between the amount of money that Anthem would charge 9 to MADA and the amount of money that Anthem would 10 then pay to whatever pharmacy for the valsartan 11 claim? 12 A That would really be a question to the 13 PBM. 14 Q Because it says here that Anthem may 15 retain the difference, not Anthem's PBM or any other 16 entities. It says Anthem. So would Anthem retain 17 any differences between the amounts charged to MADA 18 and the dispensing fee or the drug reimbursement 19 rate actually paid to the pharmacy? 20 A Well, we had a PBM that works on 21 behalf of those prescription claims, so Anthem works 22 or has a PBM that processes pharmacy claims for 23 members, and as of 2012 when we're talking about 24 these MADA claims, that pharmacy benefit manager was 25 ESI.</p>	<p style="text-align: right;">Page 60</p> <p>1 bubble and blow that up. 2 Q The next section is performance 3 payments No. 4, all right, and I will read it aloud. 4 It says, "If a provider or vendor participates in 5 any Anthem program in which performance incentives, 6 rewards or bonuses are paid based on the achievement 7 of certain goals, outcomes or performance standards 8 adopted by Anthem, paid claims shall also include 9 the amount of such performance payments." 10 Did I read that correctly? 11 A Yes. 12 Q All right. Can you just -- generally 13 what sort of incentives rewards or bonuses are 14 envisioned by this section? 15 A Typically we refer to providers as 16 being doctors, and in that capacity we do have 17 programs in which we ask our providers to, you know, 18 attain a certain level of performance with regard to 19 our members. 20 So, for example, I will give you an example. 21 Diabetics -- 22 Q Sure. 23 A Diabetics that we expect from our 24 providers, our doctors that we contract with to 25 provide regular AC1 tests for diabetics.</p>
<p style="text-align: right;">Page 59</p> <p>1 Q Were you finished with your answer? 2 A Yes. 3 Q Okay. So ESI is Express Scripts, I 4 assume, Incorporated? 5 A Yes. 6 Q Okay. And so that's a little 7 different than what I asked about. What I was 8 asking about is how it says here in your ASA with 9 MADA, it says Anthem, that's you or your company, 10 may retain the difference between the amount charged 11 to this plan's sponsor and the rate actually paid to 12 providers. 13 So my question is, was Anthem retaining that 14 difference at any point with regards to valsartan? 15 A I still believe that's a PBM. 16 Q Okay. Did you look into whether or 17 not -- in your preparation for this deposition 18 today, did you look into whether or not Anthem may 19 retain the difference between the amount charged to 20 the plan sponsor and the amount given to the 21 provider for prescriptions? 22 A I did look at a lot of options. I 23 can't say that specific piece was part of that. 24 Q Okay. The next section -- 25 MR. DORNER: We can get rid of that</p>	<p style="text-align: right;">Page 61</p> <p>1 Q Okay. 2 A I should say A1C, not AC1. 3 Q I wouldn't have known the difference, 4 so you could have pulled one over on me. 5 Now, a provider isn't necessarily a doctor. 6 It could also be a pharmacy, right? 7 A A provider could be a hospital. I 8 think you could also put pharmacy into that 9 category. 10 Q And if we -- I can represent this to 11 you -- actually, let's just look at it. Let's go to 12 MADA 130, please, and can we blow up the definition 13 of provider. 14 So here in this section it actually confirms 15 that a pharmacy can be a provider under the terms of 16 this agreement, right? 17 A Okay. 18 Q So let's go back, then, to MADA 129 19 and blow up that sub paragraph 4, and my question is 20 going to be, did Anthem ever establish any goals, 21 outcomes or performance standards with respect to 22 valsartan for any provider or vendor? 23 A I don't know specifically if we -- if 24 Anthem had any goals that were specific to the 25 prescription valsartan.</p>

<p style="text-align: right;">Page 62</p> <p>1 Q What about to generic drugs that</p> <p>2 valsartan might be included with, not just</p> <p>3 valsartan, but generic drugs?</p> <p>4 A If we had specific goals, if Anthem</p> <p>5 had specific goals, is that the question?</p> <p>6 Q Sort of. So my question is, really,</p> <p>7 it appears to me, based on this paragraph that</p> <p>8 Anthem could establish a program setting forth</p> <p>9 performance incentives, rewards, bonuses based on</p> <p>10 certain outcomes or goals or standards that Anthem</p> <p>11 has set. And so Anthem might establish a program</p> <p>12 that says, for example, for every six months that a</p> <p>13 pharmacy ensures that it has adequate stock of</p> <p>14 generic drugs to meet, you know, all of our members'</p> <p>15 needs will add on an extra half cent per</p> <p>16 prescription.</p> <p>17 I am making it up. I am making it up on the</p> <p>18 spot, but that's what I envision this to mean:</p> <p>19 Anthem could set up a program where providers or</p> <p>20 earners would set up a value that met Anthem's</p> <p>21 standards. So, my question is did Anthem establish</p> <p>22 any program like what we have been talking about that</p> <p>23 could have involved an incentive, reward or bonus</p> <p>24 that either directly dealt with valsartan or</p> <p>25 indirectly dealt with valsartan, say, maybe through</p>	<p style="text-align: right;">Page 64</p> <p>1 an assumption. That's fine if you want to dispute</p> <p>2 it. Let me ask you this: Did any of the amendments</p> <p>3 to this ASA, did those amendments generally keep the</p> <p>4 terms of the ASA going unless they were explicitly</p> <p>5 changed?</p> <p>6 MR. FULLER: I am going to make an</p> <p>7 objection. It calls for a legal conclusion.</p> <p>8 Q You can answer.</p> <p>9 A The amendments meant the original ASA</p> <p>10 agreement.</p> <p>11 Q So if an amendment is in place from</p> <p>12 2017 to 2018 saying this is in effect from 2017 to</p> <p>13 2018 or the ASA is amended as of January 1, 2017,</p> <p>14 anything that the amendment changes, that's</p> <p>15 different going forward from January 1, 2017, but</p> <p>16 anything that isn't changed by the amendment that's</p> <p>17 in the ASA, that just continues, in effect, as if it</p> <p>18 never stopped, right?</p> <p>19 MR. FULLER: I don't know. That calls</p> <p>20 for a legal conclusion. Objection.</p> <p>21 Q You can answer the question.</p> <p>22 A The amendment changes as of the date</p> <p>23 of the amendment, so it would change what the</p> <p>24 amendment outlines changes the ASA as of the date of</p> <p>25 the amendment.</p>
<p style="text-align: right;">Page 63</p> <p>1 all generic drugs?</p> <p>2 A That would be the responsibility of</p> <p>3 the PBM.</p> <p>4 Q Okay. It doesn't say it's the PBM's</p> <p>5 responsibility. It says Anthem might establish it</p> <p>6 based on Anthem's goals. Were PBMs charged with</p> <p>7 setting Anthem's goals as well?</p> <p>8 A Anthem sets goals. They set -- as I</p> <p>9 gave you an example earlier about the diabetics, we</p> <p>10 set those types of goals with our doctors, but in</p> <p>11 relation to prescriptions, prescriptions are managed</p> <p>12 by our PBM.</p> <p>13 Q Okay. So sitting here today, you</p> <p>14 don't know whether Anthem -- whether there were any</p> <p>15 programs under this Paragraph 4 performance</p> <p>16 payments, whether there were any programs that might</p> <p>17 have involved incentives, rewards or bonuses for</p> <p>18 valsartan from 2012 to 2020?</p> <p>19 MR. FULLER: Objection. Asked and</p> <p>20 answered.</p> <p>21 A Well, I will say if we go back to the</p> <p>22 first page of this ASA, I believe this was 2008 to</p> <p>23 2010. So, you know, this was adopted in 2008, so</p> <p>24 you're asking about something that started in 2012.</p> <p>25 Q I am. Let's assume that this -- it's</p>	<p style="text-align: right;">Page 65</p> <p>1 Q So, let me ask you this: Let's say --</p> <p>2 so we've got this paragraph that we were just</p> <p>3 talking about on page 129, MADA 129, about</p> <p>4 performance payments.</p> <p>5 You had answered to me that this agreement</p> <p>6 only -- this was in effect from 2008 to 2010.</p> <p>7 Through the amendments that were executed at various</p> <p>8 times subsequent to that -- and we can look at them</p> <p>9 if you like, was this -- the ASA, was it extended for</p> <p>10 additional terms up through 2020?</p> <p>11 MR. FULLER: Objection. The document</p> <p>12 speaks for itself.</p> <p>13 Q You can answer the question.</p> <p>14 A We have subsequent amendments to this</p> <p>15 ASA.</p> <p>16 Q Right. And so that's not quite what I</p> <p>17 was getting at. What I was getting at is, is this</p> <p>18 ASA as amended still in effect? Let's ask it that</p> <p>19 way.</p> <p>20 MR. FULLER: Again, without a</p> <p>21 document, I will just make an objection. The</p> <p>22 documents speak for themselves.</p> <p>23 MR. DORNER: I'll give you a standing</p> <p>24 objection on that if you want.</p> <p>25 MR. FULLER: It's difficult, because</p>

<p style="text-align: right;">Page 66</p> <p>1 you're asking her sort of to understand every single 2 amendment. It's a tough question for any witness. 3 Q So my question is, does the ASA as 4 amended, is it still in effect between Anthem and 5 MADA? 6 A The ASA as amended is in affect 7 between Anthem and MADA. 8 Q So if it is the case that any of the 9 amendments that have been executed between MADA and 10 Anthem, if none of them have ever taken out this 11 performance payments provision, that would still be 12 in effect today, wouldn't it? 13 MR. FULLER: Objection. Calls for a 14 legal conclusion. 15 A Without seeing those -- I mean, I do 16 not have a legal background, but since the 17 amendments amend the ASA, then I think it would be 18 wise to review the particular amendments. 19 Q Well, we only have three of the six or 20 four of the six, because we can't find 1 and 2, but 21 we can look at 3, 4, 5 and 6. 22 A Could we take a break? 23 Q Sure. How long do you want? 24 A Could I have five minutes? 25 Q Of course.</p>	<p style="text-align: right;">Page 68</p> <p>1 have been discussing? I believe that the next page 2 on Amendment 3 is largely inconsequential. It's 3 only two pages, but we can show you if you'd like. 4 MR. FULLER: The next page is two 5 pages or two paragraphs? 6 MR. DORNER: I'd say the next two 7 pages is two very short lines and a signature block. 8 MR. FULLER: Got it. 9 A Okay. 10 Q Okay. Now, if you look at the top -- 11 well, first of all, my question was did you see 12 anything in Amendment 3 that removes the performance 13 standards provision that we have been discussing? 14 A I do not see that. 15 Q And then it says, "This amendment is 16 made as part of the administrative services 17 agreement effective March 1, 2017" at the top. 18 Would you agree? 19 A Yes. 20 Q Okay. So we can conclude, then, that 21 the performance standards provision we have been 22 discussing was at least effective up through March 1 23 of 2017, right? 24 A Agreed. 25 MR. FULLER: Object to form.</p>
<p style="text-align: right;">Page 67</p> <p>1 THE VIDEOGRAPHER: We are going off 2 the video record. The time is 11:58. 3 (Off the record.) 4 THE VIDEOGRAPHER: We are back on the 5 video record at 12:08. 6 BY MR. DORNER: 7 Q All right. So we left off discussing 8 whether or not Anthem had ever established any 9 performance-related payments pursuant to its ASA. I 10 believe it's page 129 of the ASA. Frankly, I don't 11 know -- oh, that's right. We were going to look at 12 all of the amendments to the administrative services 13 agreement to see if that section was still in 14 effect. Is that still what you'd like to do, 15 Ms. Cobb? 16 A We can proceed. 17 Q Okay. So we know that that section 18 was in the original ASA. Let's go ahead and go to 19 MADA 155. This is also in Exhibit 2. If you'd like 20 time to go through this, that's fine. It's a little 21 longer than most, so we would probably pause the 22 record real quick so you could read things, but my 23 question is going to be, do you see anything in 24 Amendment 3 to the administrative services agreement 25 that removes the performance payments section we</p>	<p style="text-align: right;">Page 69</p> <p>1 Q All right. Can we go to MADA 275. 2 Here we are. This is Amendment 4 to the ASA. It's 3 considerably shorter. Is there anything in this 4 amendment -- and if you'd like to review the 5 schedules, that's fine. Let me know. 6 Is there anything in this amendment that would 7 remove the performance standards provision that we 8 have been discussing? 9 A There is nothing here. 10 Q Okay. Let's go ahead and go to 11 Amendment 5 that's on MADA 294, and I believe this 12 one spans two pages. If you'd like the time to 13 review it, certainly you are entitled to that. 14 I would point out that if it's of any interest 15 to you, this document goes in order in terms of 16 articles: Articles 1, 2 is amended, Article 9 is 17 amended, Article 15 is amended, and the provision 18 that we are dealing with, I believe, falls within 19 Article 1. 20 So if that helps speed up your review, 21 certainly take that advice, but don't feel you need 22 to. And my question is, do you see anything in our 23 Amendment 5 that eliminates the performance standards 24 provision? 25 A I do not.</p>

<p style="text-align: right;">Page 70</p> <p>1 Q Okay. And then the effective date of</p> <p>2 Article 5, it appears, goes up through March 1 of</p> <p>3 2019. Would you agree?</p> <p>4 A Yes.</p> <p>5 Q Okay. So let me bring back my</p> <p>6 question, then, and let me shorten the time span a</p> <p>7 little bit. From 2012 through February 28, 2019,</p> <p>8 did Anthem ever establish any performance payments</p> <p>9 that could have directly or indirectly related to</p> <p>10 valsartan or other blood pressure medications?</p> <p>11 MR. FULLER: Objection to form.</p> <p>12 Q You can answer if you understand.</p> <p>13 A Prescription claims, whether it's</p> <p>14 valsartan or any others, are managed by the PBM in</p> <p>15 effect at the time. Are you folks still there?</p> <p>16 Q Yeah, I'm still here.</p> <p>17 A Oh, I'm sorry. My screen changed. So</p> <p>18 I just click "open Zoom meetings"?</p> <p>19 THE VIDEOGRAPHER: Is it possible that</p> <p>20 you minimized it?</p> <p>21 THE WITNESS: Yeah. I didn't touch</p> <p>22 anything. All that I had touched earlier was just</p> <p>23 to eliminate the pictures that were coming up on my</p> <p>24 screen so I could see the full document as it was</p> <p>25 being presented.</p>	<p style="text-align: right;">Page 72</p> <p>1 accompanied, I believe, Amendment 3 to the ASA. Are</p> <p>2 you familiar with this document?</p> <p>3 A Yes.</p> <p>4 Q And it was in effect from March 1,</p> <p>5 2017 to February 1, 2018, right?</p> <p>6 A Yes.</p> <p>7 Q Can we go to the next page, please.</p> <p>8 So here it lists on this page prescription benefit</p> <p>9 services. Is this what Anthem is contending the PBM</p> <p>10 was -- is this a summary of what Anthem would say</p> <p>11 the PBM was responsible for?</p> <p>12 A Thank you for enlarging that. Yes,</p> <p>13 that would be -- these things would be the</p> <p>14 responsibility of the PBM.</p> <p>15 Q Okay. Would they have any other</p> <p>16 responsibilities other than what's here?</p> <p>17 A Well, this is a rather extensive list.</p> <p>18 I would expect that they could have other</p> <p>19 responsibilities in addition to these.</p> <p>20 Q So are you not sure whether they had</p> <p>21 additional responsibilities?</p> <p>22 A I would believe that they certainly</p> <p>23 have these responsibilities.</p> <p>24 Q Okay. Does -- in this list of PBM</p> <p>25 responsibilities that we are looking at, does</p>
<p style="text-align: right;">Page 71</p> <p>1 THE VIDEOGRAPHER: I'm not sure. Are</p> <p>2 you seeing anything on Zoom at all?</p> <p>3 THE WITNESS: All I'm seeing is just</p> <p>4 the Novack Trial Services.</p> <p>5 THE VIDEOGRAPHER: Okay. If you go</p> <p>6 along the bottom of your screen, you should see</p> <p>7 something that looks like a blue box with a camera</p> <p>8 in it.</p> <p>9 THE WITNESS: To the right?</p> <p>10 THE VIDEOGRAPHER: All the way at the</p> <p>11 bottom of your screen.</p> <p>12 THE WITNESS: Okay. I'm back. Sorry</p> <p>13 about that. It just disappeared on me. Sorry,</p> <p>14 folks.</p> <p>15 A (Continuing) But to the point of the</p> <p>16 time period that we are talking about from 2012</p> <p>17 forward, a PBM whether it was Express Scripts or</p> <p>18 Ingenio, has kind of a responsibility for</p> <p>19 prescription claims, performance, negotiations, et</p> <p>20 cetera.</p> <p>21 MR. DORNER: Give me just a second.</p> <p>22 Can we go to MADA 162, please. Actually, let's go</p> <p>23 back one page.</p> <p>24 Q So this is Schedule B to the</p> <p>25 administrative services agreement as amended. This</p>	<p style="text-align: right;">Page 73</p> <p>1 establishment of goals, outcomes or performance</p> <p>2 standards, does that appear anywhere in any of these</p> <p>3 responsibilities?</p> <p>4 MR. FULLER: Those words?</p> <p>5 Q The whole concept.</p> <p>6 A The concept of?</p> <p>7 Q Establishing.</p> <p>8 A It's not stated here.</p> <p>9 Q Okay. All right. So is it still --</p> <p>10 is it Anthem's contention, nevertheless, that a PBM</p> <p>11 instead of Anthem would have been responsible for</p> <p>12 establishing goals, outcomes or performance</p> <p>13 standards for which incentives, rewards or bonuses</p> <p>14 could have been paid to a vendor or provider?</p> <p>15 A A PBM can't, whether -- at this time</p> <p>16 period, 2017 to 2018 time period, Express Scripts</p> <p>17 which was the PBM that Anthem contracted with was</p> <p>18 responsible for pharmacy services.</p> <p>19 MR. DORNER: Could you read back my</p> <p>20 question, please, Madam Court Reporter?</p> <p>21 (The testimony as requested was read</p> <p>22 by the reporter.)</p> <p>23 MR. KNEPPER: This is Matt Knepper for</p> <p>24 Express Scripts. I'll object to form.</p> <p>25 Q Could you answer that question,</p>

<p style="text-align: right;">Page 74</p> <p>1 Ms. Cobb?</p> <p>2 A The answer would be yes.</p> <p>3 Q Okay.</p> <p>4 A It's the responsibility of the PBM.</p> <p>5 Q Did Express Scripts do these under its</p> <p>6 backup -- I assume there was a contract between</p> <p>7 Express Scripts and Anthem for the period in which</p> <p>8 it was serving as Anthem's pharmacy benefits</p> <p>9 manager; is that right?</p> <p>10 A Yes, I would agree.</p> <p>11 Q Okay. And then there is also the</p> <p>12 contract between Ingenio -- am I saying that right,</p> <p>13 Ingenio?</p> <p>14 A IngenioRX.</p> <p>15 Q There is also a contract between</p> <p>16 IngenioRX and Anthem for PBM services; is that</p> <p>17 right?</p> <p>18 A Yes.</p> <p>19 Q Okay. Are there any -- did Express</p> <p>20 Scripts' duties under its PBM contract differ from</p> <p>21 those of IngenioRX?</p> <p>22 MR. FULLER: Objection. Lacks</p> <p>23 foundation. Calls for speculation.</p> <p>24 MR. KNEPPER: Joined.</p> <p>25 A That would be a question for the PBM.</p>	<p style="text-align: right;">Page 76</p> <p>1 MR. FULLER: If you know.</p> <p>2 A Anthem negotiated with Ingenio and</p> <p>3 Anthem negotiated with Express Scripts.</p> <p>4 Q Okay. I understand they negotiated</p> <p>5 with them. Are the responsibilities of those two</p> <p>6 PBMs, were they different? Did they change?</p> <p>7 Let me it ask a different way. Did the</p> <p>8 services that Anthem received from its PBM change</p> <p>9 significantly when it switched from Express Scripts</p> <p>10 to IngenioRX?</p> <p>11 MR. FULLER: Same objection. Lacks</p> <p>12 foundation. Calls for speculation.</p> <p>13 MR. KNEPPER: Join.</p> <p>14 A We asked our PBM to provide pharmacy</p> <p>15 benefit management services, and that includes the</p> <p>16 things that you see here. I'd like to -- that is as</p> <p>17 far as I can answer that.</p> <p>18 Q To Anthem's knowledge, were there any</p> <p>19 other claims administrators that were handling</p> <p>20 prescription drug benefits on behalf of MADA from</p> <p>21 2012 to 2020?</p> <p>22 A There were not.</p> <p>23 Q Were there any other benefits managers</p> <p>24 handling prescription drug benefits on behalf of</p> <p>25 MADA from 2020 onward?</p>
<p style="text-align: right;">Page 75</p> <p>1 Q Well, Anthem is a party to the</p> <p>2 contract, isn't it?</p> <p>3 A We contract with the respective PBM.</p> <p>4 Q So I'm asking did the -- Anthem was a</p> <p>5 party to a contract with Express Scripts and it was</p> <p>6 a party to a contract with IngenioRX. Were the</p> <p>7 PBMs, the two separate PBMs, were their</p> <p>8 responsibilities -- did they differ in terms of the</p> <p>9 responsibilities they owed to Anthem?</p> <p>10 MR. FULLER: Same objection. Lacks</p> <p>11 foundation. Calls for speculation. She doesn't</p> <p>12 have any documents in front of her.</p> <p>13 MR. DORNER: Well, the documents were</p> <p>14 not produced even though we asked for them multiple</p> <p>15 times and they were covered by the subpoena, so I</p> <p>16 can only go over deposition testimony.</p> <p>17 Q Ms. Cobb, were the responsibilities of</p> <p>18 Express Scripts different under its contract as</p> <p>19 compared to the responsibilities of IngenioRX under</p> <p>20 its contract as a PBM?</p> <p>21 MR. FULLER: Same objection. Object</p> <p>22 to form.</p> <p>23 MR. KNEPPER: Object to form.</p> <p>24 A Am I required to answer?</p> <p>25 Q Yes.</p>	<p style="text-align: right;">Page 77</p> <p>1 A From 2020 onward?</p> <p>2 Q 2012 onward. Good catch.</p> <p>3 A 2012. No.</p> <p>4 Q Thank you very much.</p> <p>5 MR. DORNER: Can we go to MADA 130 and</p> <p>6 put that side by side with 131.</p> <p>7 Q So, this is just a side by side of two</p> <p>8 pieces of paper that go together, Ms. Cobb, and I</p> <p>9 want to focus on Article 2. This is a section</p> <p>10 called administrative services provided by Anthem.</p> <p>11 Do you see that?</p> <p>12 A Yes, on 130.</p> <p>13 Q That's right. And I think on 131</p> <p>14 there is an item E as in echo and it says, "Anthem</p> <p>15 shall perform recovery services as provided in</p> <p>16 Article 13." Did I read that correctly?</p> <p>17 A Yes, you did.</p> <p>18 Q What are recovery services?</p> <p>19 A Recovery services are when there may</p> <p>20 be, for example, an overpayment of a claim that</p> <p>21 Anthem worked to recover that overpayment. That's</p> <p>22 one example. Sometimes a member may not be</p> <p>23 terminated from a contract or from their policy.</p> <p>24 For example, you know, today is the 21st of</p> <p>25 October. Their coverage perhaps should have ended,</p>

<p style="text-align: right;">Page 78</p> <p>1 let's say, on October 15 but were not notified until 2 today, and perhaps in the meantime a claim on their 3 behalf gets paid. We would proceed to recover that 4 claim. 5 Q Would recovery services include, for 6 example, participation as a general class member and 7 a class representative for, say, an antitrust case 8 involving a prescription? 9 MR. FULLER: I am going to make an 10 objection as an incomplete hypothetical. 11 Q You can answer. 12 MR. FULLER: Way beyond the scope of 13 this depo, but... 14 A Yeah. I mean, I think that's beyond 15 my scope. 16 Q Okay. I'm asking you the definition 17 of recovery services and what it includes. That's a 18 part of the agreement here that you have with MADA? 19 A Sure. 20 Q Would getting proceeds from a class 21 action and paying that to MADA constitute a recovery 22 service? 23 MR. FULLER: Same objection. It's 24 going to call for a legal conclusion, but if you 25 know.</p>	<p style="text-align: right;">Page 80</p> <p>1 claim for valsartan? 2 A That would be a question for the PBM. 3 Q Is it the PBM's responsibility to 4 pursue recovery services? 5 A PBMs are. 6 MR. FULLER: Object to form. 7 A The PBMs are responsible for pharmacy 8 claims. 9 Q Okay, and, I guess, what's your basis? 10 So, I'm looking at administrative services provided 11 by Anthem, is what this article is titled, so what 12 is Anthem's basis for saying that's the PBM's job? 13 A Is that the PBMs handle our -- or the 14 pharmacy claims which MADA members have -- 15 Q Are recovery service -- oh, sorry. 16 Continue, please. 17 A So since they manage those 18 prescription claims, then they would manage all 19 aspects of those prescription claims. 20 Q Okay. So you're saying, then, that 21 these recovery services is included within whatever 22 claims management agreement Anthem has with its 23 pharmacy benefits managers? 24 A Pharmacy benefits and the associated 25 services with pharmacy are controlled by the PBM.</p>
<p style="text-align: right;">Page 79</p> <p>1 A My understanding is that, you know, 2 once again, I really think that that's beyond what 3 I'm able to represent on behalf of Anthem. 4 Q Okay. Has Anthem ever performed any 5 recovery services for MADA in any respect? 6 A Over the course of time that we have 7 that we've been their third party administrator, we 8 have, yes. There have been times when we've had to 9 recover claims. 10 Q Do you recall about how many times? 11 A I could not put a number to that. 12 Q Fair enough. Is it a high number? 13 A Well, define "high." You know, I mean 14 we're talking about a lot of members over a very 15 long period of time. 16 Q Sure. More than 50? 17 A Yeah. I mean, over the years that 18 we've had them, perhaps, but I would say I'm 19 guessing at that, that there can be, you know, 20 hundred dollar claims that we may be trying to 21 recover on their behalf, but they are considered a 22 recovery and that would count towards the 50 that 23 you just mentioned. 24 Q It would. Has Anthem ever performed 25 any recovery services specifically with regard to a</p>	<p style="text-align: right;">Page 81</p> <p>1 MR. DORNER: Can we go to MADA 132, 2 please. Okay. I want to blow up item L. I guess 3 it's a lower case L. 4 Q So this item says that, "On behalf of 5 plan sponsor, Anthem shall produce and maintain a 6 master copy of the benefits booklet and make changes 7 and amendments to the master copy of the benefits 8 booklet and incorporate any approved changes or 9 amendments pursuant to Article 18A of this 10 agreement." Did I read that correctly? 11 A Yes, you did. 12 Q Now, the benefits booklet, that's the 13 same thing as a plan document, right? 14 A Correct. 15 Q Okay. And so the plan document, as I 16 understand it, is the thing that sort of governs 17 everything; It is sort of like the Constitution. 18 It governs everything beneath it, right -- 19 A Mm-hmm. Yes. 20 Q -- with respect to MADA's plans? 21 A Correct. 22 Q Okay. So would it be accurate -- 23 based on this section, would it be accurate to say 24 that Anthem actually writes the plans that MADA uses 25 and MADA just sort of chooses among the plans that</p>

<p style="text-align: right;">Page 82</p> <p>1 it wants; is that accurate?</p> <p>2 A We provide to them a master of what we</p> <p>3 do for a period of time, or actually what I would do</p> <p>4 is I would obtain our master copy and provide it to</p> <p>5 MADA and they would in fact make adjustments to that</p> <p>6 benefit booklet.</p> <p>7 Q Okay. So you provide sort of a</p> <p>8 template and then MADA can --</p> <p>9 A A shell or template, yes.</p> <p>10 Q And then MADA makes edits to it?</p> <p>11 A Yes.</p> <p>12 Q Okay. Can we go to page 133. I am</p> <p>13 looking at item S as in Sierra. So it says in the</p> <p>14 last sentence, "Anthem will be solely responsible</p> <p>15 for acting as a liaison with providers, including</p> <p>16 but not limited to responding to provider inquiries,</p> <p>17 negotiating rates with providers or auditing</p> <p>18 providers."</p> <p>19 I want to focus in on the negotiating rates</p> <p>20 language. What sort of rates is that referring to?</p> <p>21 A Well, with regard to, you know, if I</p> <p>22 just had to use a simple office visit from the</p> <p>23 primary care physician, Anthem would negotiate what</p> <p>24 we would allow for that particular office visit.</p> <p>25 Q Okay. So when it refers to rates,</p>	<p style="text-align: right;">Page 84</p> <p>1 been responsible for negotiating rates with pharmacy</p> <p>2 providers. Am I understanding correctly?</p> <p>3 A The PBM would be responsible for</p> <p>4 negotiating -- the PBM is responsible for pharmacy</p> <p>5 and the claims associated with it.</p> <p>6 Q So what does Anthem understand its PBM</p> <p>7 to be doing when it's negotiating rates; like, what</p> <p>8 is the PBM actually going and doing?</p> <p>9 MR. FULLER: Objection. Incomplete</p> <p>10 hypothetical.</p> <p>11 MR. KNEPPER: Object to form.</p> <p>12 Q You can answer.</p> <p>13 A I think that question is best posed to</p> <p>14 the PBM.</p> <p>15 Q Does Anthem pay attention to what its</p> <p>16 PBMs are doing? Does it care?</p> <p>17 A Yes, we do care. We most certainly</p> <p>18 care, but we do leave that negotiation to our PBM.</p> <p>19 Q Okay. Are there any -- does Anthem</p> <p>20 have any right to oversee the negotiations process?</p> <p>21 A Does Anthem have the right to oversee</p> <p>22 the negotiation process, that was your question?</p> <p>23 Q Right.</p> <p>24 A I think that question is beyond my</p> <p>25 scope of being able to answer for you.</p>
<p style="text-align: right;">Page 83</p> <p>1 it's talking about rates for covered services?</p> <p>2 A You know, I mean, if I'm reading this,</p> <p>3 Anthem will be solely responsible for acting as</p> <p>4 liaison with providers, including but not limited to</p> <p>5 responding to provider inquiries, negotiating rates</p> <p>6 with providers or auditing providers; you know, this</p> <p>7 is part of the services that we provide to MADA so</p> <p>8 that they are not out negotiating with our</p> <p>9 providers.</p> <p>10 We look to the first sentence. It says Anthem</p> <p>11 shall have the authority to build and maintain its</p> <p>12 provider network. That's part of what MADA contracts</p> <p>13 with us to do so that they are not out doing this</p> <p>14 work. Anthem does that on their behalf.</p> <p>15 Q Okay. I understand. Now, would the</p> <p>16 negotiating rates with providers, would that have</p> <p>17 included negotiations with pharmacies by Anthem?</p> <p>18 A Pharmacy rates, payments, et cetera,</p> <p>19 are handled by our PBMs.</p> <p>20 Q And that's -- again, what throws me</p> <p>21 off here is it says "Anthem will be solely</p> <p>22 responsible for," so I just guess I want to clarify</p> <p>23 what Anthem's understanding of that is. Regardless</p> <p>24 of that language, it's Anthem's position that its</p> <p>25 PBM would have been solely responsible or would have</p>	<p style="text-align: right;">Page 85</p> <p>1 Q Okay. Did you review Anthem's</p> <p>2 agreement with its own PBMs in preparation for this</p> <p>3 deposition at all?</p> <p>4 A That agreement is not available to me.</p> <p>5 It's not available to me.</p> <p>6 Q Is it available to anybody within</p> <p>7 Anthem?</p> <p>8 A I believe that information would be</p> <p>9 considered to be proprietary and confidential.</p> <p>10 Q Just whether it's available to anybody</p> <p>11 within Anthem? You're talking about the agreement</p> <p>12 itself. What I'm asking you, is anybody within</p> <p>13 Anthem somebody has access to that right?</p> <p>14 A Somebody would, yes.</p> <p>15 Q Okay. You don't?</p> <p>16 A I do not, no.</p> <p>17 Q Okay. From 2012 to 2020 have the</p> <p>18 prices Anthem paid for valsartan and other blood</p> <p>19 pressure medications, did they remain stagnant that</p> <p>20 whole time?</p> <p>21 MR. FULLER: Object to form.</p> <p>22 A I believe that would be a question for</p> <p>23 the PBM.</p> <p>24 Q So you don't know?</p> <p>25 A I do not know. That would be a</p>

<p style="text-align: right;">Page 86</p> <p>1 question for the PBM.</p> <p>2 Q Does MADA have an understanding as to</p> <p>3 why costs for valsartan and blood pressure</p> <p>4 medications fluctuate, if they do?</p> <p>5 MR. FULLER: Does MADA?</p> <p>6 MS. SIROTA: Object to form.</p> <p>7 MR. DORNER: Yes. I screwed that up.</p> <p>8 Let me back that up.</p> <p>9 Q Does Anthem have an understanding as</p> <p>10 to why costs for valsartan and blood pressure</p> <p>11 medications fluctuate, if they do?</p> <p>12 MR. FULLER: Object to form. Go</p> <p>13 ahead.</p> <p>14 Q You can answer.</p> <p>15 A That would have to be a question we'd</p> <p>16 have to ask our PBM.</p> <p>17 Q So Anthem doesn't know?</p> <p>18 A We would find out by asking our PBM.</p> <p>19 Q Could you have asked your PBM that</p> <p>20 question in preparation for this deposition?</p> <p>21 MR. FULLER: I am going to make an</p> <p>22 objection. Beyond her -- I don't know. It's beyond</p> <p>23 the scope. Go ahead.</p> <p>24 A I think that's beyond the scope. You</p> <p>25 know, if prices have fluctuated within that time</p>	<p style="text-align: right;">Page 88</p> <p>1 pricing data for valsartan from 2012 to 2020?</p> <p>2 A Any claims data that we have that</p> <p>3 we -- that Anthem would be able to access would have</p> <p>4 to come via the PBM.</p> <p>5 Q So it's a no, Anthem does not have any</p> <p>6 information in its own possession?</p> <p>7 A It is requested from the PBM, so it is</p> <p>8 not in our possession.</p> <p>9 MR. DORNER: Can we go to MADA 137,</p> <p>10 please, and let's blow up under data reports -- oh,</p> <p>11 that's 133. There we go. Okay.</p> <p>12 Q And here it says, "Upon plan sponsors'</p> <p>13 request and only as permitted by the business</p> <p>14 associate agreement entered into between the</p> <p>15 parties, Anthem will provide Anthem's standard</p> <p>16 account reporting package."</p> <p>17 Do you see what I read there, that first</p> <p>18 sentence?</p> <p>19 A Yes.</p> <p>20 Q What is the business associate</p> <p>21 agreement?</p> <p>22 A That is the agreement between Anthem</p> <p>23 and MADA.</p> <p>24 Q Is it different from this ASA?</p> <p>25 A I believe so.</p>
<p style="text-align: right;">Page 87</p> <p>1 period, then I am sure the PBM could answer that.</p> <p>2 Q Okay. That wasn't my question. My</p> <p>3 question was, could you have gone to your pharmacy</p> <p>4 benefits manager and asked why costs for valsartan</p> <p>5 and blood pressure medications fluctuate, if they do</p> <p>6 at all?</p> <p>7 A I could ask if they fluctuated. I</p> <p>8 could ask for a report.</p> <p>9 Q Did you do either of those things?</p> <p>10 Oh, sorry. I didn't mean to interrupt.</p> <p>11 A Well, I was asked for a report of</p> <p>12 valsartan claims and I did obtain that.</p> <p>13 Q Are you referring to when counsel for</p> <p>14 MADA asked you to get a report?</p> <p>15 A Yes.</p> <p>16 Q Okay. Okay. I was more referring to</p> <p>17 in preparation for this deposition, could you have</p> <p>18 consulted with your PBM about the reasons why the</p> <p>19 prices for valsartan may fluctuate?</p> <p>20 A I didn't specific to valsartan, but</p> <p>21 that is a question that I could have asked to the</p> <p>22 PBM.</p> <p>23 Q Now, other than the claims data that</p> <p>24 Anthem has provided in this case, does Anthem have</p> <p>25 access to any other sources of information with</p>	<p style="text-align: right;">Page 89</p> <p>1 Q Okay. Do you have access to a copy of</p> <p>2 that agreement?</p> <p>3 A I would attempt to find that</p> <p>4 agreement.</p> <p>5 Q Okay. Would it be a difficult search</p> <p>6 to just look for it?</p> <p>7 A At this moment?</p> <p>8 Q Not specifically right now. Later.</p> <p>9 A I would ask associates of mine if they</p> <p>10 could assist if I was not able to find it.</p> <p>11 Q Okay. All right, but it wouldn't be a</p> <p>12 heavy lift to go look and see if you could find</p> <p>13 that; is that right?</p> <p>14 A No. No. I would have contacts I</p> <p>15 could certainly reach out to.</p> <p>16 Q Okay. All right. What is the</p> <p>17 standard account reporting package?</p> <p>18 A Anthem has some standard reports which</p> <p>19 we have available to us through some reporting tools</p> <p>20 that we have.</p> <p>21 Q Can you describe the contents of what</p> <p>22 you would find inside of that account reporting</p> <p>23 package?</p> <p>24 A Our standard account reporting</p> <p>25 packages, they integrate a lot of different</p>

<p style="text-align: right;">Page 90</p> <p>1 information from the amount of claims that have been 2 spent on behalf of the plan participants to the 3 general categories of the claim, you know, of the 4 diagnoses. 5 So perhaps cancer or heart disease, it would 6 identify the number of large claimants over a 7 particular dollar threshold. It would identify the 8 number of participants at any given time. So there 9 is a lot that goes into what our reporting packages 10 contain. 11 Q Would it ever get down to, like, the 12 level of a particular drug and claims paid with 13 relation to that drug? 14 A It would only provide that to us in 15 the aggregate, meaning that, you know, we may -- a 16 claims reporting package could provide to us, you 17 know, the number of a particular prescription that 18 had been filled and the total cost. 19 Q For all members of the plan? 20 A Correct. 21 Q Okay. All right. Has MADA ever 22 requested a standard account reporting package? 23 A Yes, they have. 24 Q When did they do that? 25 A I mean, you know, just on a high</p>	<p style="text-align: right;">Page 92</p> <p>1 individually, the claims paid per participant. 2 Q Okay. How often does Anthem receive 3 these standard account reporting packages -- sorry. 4 I said that wrong. How often does MADA receive 5 standard account reporting packages? 6 A They are part of our weekly claims 7 reporting to them. 8 Q So if I were to look at the standard 9 account reporting package that MADA would have 10 received in -- let's say, for June of 2018, could I 11 look at that and see how many claims for valsartan 12 were paid out? 13 A There is nothing specific calling out 14 the claim besides the fact of if it is a medical 15 claim. We also administer their dental program, so 16 their medical, their dental or pharmacy. So it does 17 identify RX as pharmacy, but it does not identify 18 specifically what that prescription was for. So it 19 doesn't say if it's valsartan, if it's Embrel, if 20 it's prescription ibuprofen. 21 Q Understood. So would it say we paid 22 out 350 pharmacy claims this month for a total of 23 such and such amount? 24 A It actually gets a little bit more 25 specific than that, but that is what it would</p>
<p style="text-align: right;">Page 91</p> <p>1 level, a standard account reporting package I 2 actually provide to their account management crew 3 early this morning, which is simply their member 4 accounts and the claims paid over a period of time. 5 Q I see. Would this accounting or -- 6 excuse me, would this reporting package, would it 7 include, other than the account of members, would it 8 include any additional information compared to, say, 9 an invoice that Anthem might send MADA? 10 A The standard invoice is done on a 11 weekly basis. The reporting that I provide to their 12 actuary is done on a monthly basis. 13 Q In terms of the data available, 14 though, is it the same kind of information just 15 spread out over a month long period or is there 16 more? 17 A Yeah. So the reports that are 18 provided to MADA include a more detailed report that 19 identifies the amount of claim or the number of 20 claims and the amount paid per claim. 21 Q On, like, an average? 22 A While there is an aggregate report 23 that identifies the amount of claims or the dollar 24 figure of claims and then there is a detail report 25 or PHI report which identifies, you know,</p>	<p style="text-align: right;">Page 93</p> <p>1 account to. 2 Q How specific can it get? 3 A It would identify, you know, a person 4 like myself and the fact that I had a prescription 5 claim paid in the amount, but that is all the 6 information that is contained in that report. It 7 does not identify any particular -- if it were a 8 medical claim, it doesn't identify the provider, the 9 hospital or the doctor in the same way that report 10 does not identify what pharmacy a prescription may 11 have been filled at or what the prescription's for. 12 Q And I think you said it wouldn't 13 identify what the actual prescription was either, 14 right? 15 A Correct. 16 Q Thank you. 17 MR. DORNER: Can we go to MADA 137, 18 please. Oh, we're on it. Okay. 19 Q There is a section called "claims 20 audit." Do you see what I am referring to? 21 A Yes. 22 Q And it says here, "At plan sponsor's 23 expense, plan sponsor shall have the right to audit 24 claims on Anthem's premises." Has MADA ever asked 25 to audit claims?</p>

<p style="text-align: right;">Page 94</p> <p>1 A Yes, they do.</p> <p>2 Q How often does that happen?</p> <p>3 A That happens on an annual basis.</p> <p>4 Q Would the claims audit include</p> <p>5 prescription drug claims?</p> <p>6 A Yes, it would.</p> <p>7 Q Does MADA do this -- let me back up.</p> <p>8 It sounds like MADA does this sort of as a routine</p> <p>9 activity. Is that Anthem's experience?</p> <p>10 A Yes, it is a routine activity.</p> <p>11 Q Okay. So it's not something -- there</p> <p>12 was a problem and now MADA wants to go in and do an</p> <p>13 audit, right?</p> <p>14 A Right. I mean.</p> <p>15 MR. FULLER: Object to form.</p> <p>16 Q Keep going. You're okay.</p> <p>17 A Yeah. So on an annual basis they do,</p> <p>18 do a claims audit through their accounting firm.</p> <p>19 Q And would those audits reflect any</p> <p>20 inappropriately paid claims for prescriptions,</p> <p>21 perhaps?</p> <p>22 MR. FULLER: I am going to make an</p> <p>23 objection. We don't have the audit. It is beyond</p> <p>24 the scope of this depo, but if you know.</p> <p>25 A The purpose of the audit -- I have</p>	<p style="text-align: right;">Page 96</p> <p>1 that the member was active at the time of the</p> <p>2 service.</p> <p>3 Q Okay. Does it get into whether or</p> <p>4 not, you know, the amount paid for the prescription</p> <p>5 was accurate?</p> <p>6 A It's really checking the box, the</p> <p>7 claim being, you know, adjudicated by Anthem, all</p> <p>8 right, and it appears on their report and those two</p> <p>9 match. So, if I had a hospital stay that cost</p> <p>10 \$22,000 -- you know, 22,250 and that's what MADA</p> <p>11 paid was 22,250, then that's what's reflected in our</p> <p>12 claim system.</p> <p>13 Q And that's all it takes to pass the</p> <p>14 audit?</p> <p>15 A That checks the box.</p> <p>16 Q Okay. By "check the box," there is no</p> <p>17 more -- sorry. I have to finish. Now I can't think</p> <p>18 of the word.</p> <p>19 MR. FULLER: Inquiry.</p> <p>20 Q -- or inquiry. Is that right?</p> <p>21 A Of course.</p> <p>22 MR. FULLER: Guys, we have been</p> <p>23 going -- we are kind of at the top of the hour. I</p> <p>24 know that some folks on the east coast are going to</p> <p>25 be getting hungry. Do we want to take a break for</p>
<p style="text-align: right;">Page 95</p> <p>1 actually sat in on an audit before. I was not able</p> <p>2 to do anything with the prescription claims</p> <p>3 specifically. Someone else here was, but the idea</p> <p>4 beyond the audit is that the accounting firm wishes</p> <p>5 to see that a member was active at the time that the</p> <p>6 service took place and who the payment was made to</p> <p>7 and that, you know, it's appropriately accounted</p> <p>8 for.</p> <p>9 Q So this audit doesn't get -- well, it</p> <p>10 sounds like it does get claim specific, right?</p> <p>11 A So I can give you an example if you'd</p> <p>12 like.</p> <p>13 Q Sure.</p> <p>14 A You know, use myself. I am an</p> <p>15 employee at a dealership and I had a claim on March</p> <p>16 1, 2021 and the accounting firm says, you know, to</p> <p>17 the auditor or to the person at Anthem that they're</p> <p>18 working with can you pull up that particular claim</p> <p>19 from March 1, 2021 for Patricia Cobb and they do,</p> <p>20 and what they're checking against, is that the</p> <p>21 amount that that register has shown that was paid</p> <p>22 for that claim is matching to our system.</p> <p>23 Q And is it also checking whether the</p> <p>24 member was active at that time?</p> <p>25 A It checks, right. They want to verify</p>	<p style="text-align: right;">Page 97</p> <p>1 lunch? What do we want to do?</p> <p>2 MR. DORNER: That's fine with me.</p> <p>3 MR. FULLER: Yeah?</p> <p>4 MR. DORNER: Do you want to do half</p> <p>5 hour, 45 minutes?</p> <p>6 MR. FULLER: What's that?</p> <p>7 THE VIDEOGRAPHER: Do we want to</p> <p>8 discuss this on or off the record?</p> <p>9 MR. FULLER: Off.</p> <p>10 MR. DORNER: Let's go off.</p> <p>11 THE VIDEOGRAPHER: Going off the video</p> <p>12 record. The time is 1:00 p.m. Stand by.</p> <p>13 (Off the record.)</p> <p>14 (A luncheon recess was taken.)</p> <p>15 (After the luncheon recess, the</p> <p>16 following occurred:)</p> <p>17 THE VIDEOGRAPHER: We are back on the</p> <p>18 video record. This begins Media Volume No. 3. The</p> <p>19 time is 1:43.</p> <p>20 BY MR. DORNER:</p> <p>21 Q Welcome back, Ms. Cobb, and everybody</p> <p>22 else. How was your lunch? Oh. I think you might</p> <p>23 be muted.</p> <p>24 THE VIDEOGRAPHER: I can hear you just</p> <p>25 fine.</p>

<p style="text-align: right;">Page 98</p> <p>1 A I don't believe I'm muted.</p> <p>2 THE VIDEOGRAPHER: I did not hear the</p> <p>3 answer either.</p> <p>4 Q I got you now, though. Yeah, I hear</p> <p>5 you.</p> <p>6 A Do you have me now? Okay. All right.</p> <p>7 Q Yeah. See, this is why I always ask a</p> <p>8 silly question to start off, because if something</p> <p>9 goes wrong, we know and the answer was</p> <p>10 inconsequential, but I hope your lunch was</p> <p>11 fantastic.</p> <p>12 So I wanted to follow up a little bit on your</p> <p>13 personal history with Anthem. How long have you been</p> <p>14 with the company?</p> <p>15 A I've been with Anthem for 27 years.</p> <p>16 Q Congratulations. That's wonderful.</p> <p>17 A Thank you.</p> <p>18 Q Can you just walk me through some of</p> <p>19 the roles you occupied before your current one?</p> <p>20 A I have been in my current role for</p> <p>21 approximately 20 years, give or take, as an account</p> <p>22 manager. Of course that has evolved over time, you</p> <p>23 know, working on different size groups, et cetera,</p> <p>24 and certainly Anthem has evolved over time as well.</p> <p>25 So, prior to that I worked in the capacity as</p>	<p style="text-align: right;">Page 100</p> <p>1 process, claims recovery. Do you remember</p> <p>2 testifying about that?</p> <p>3 A Yes.</p> <p>4 Q So just briefly, you know, somebody</p> <p>5 who I assume has seen it done, how does the actual</p> <p>6 process work; how is it started; how is it</p> <p>7 completed; what happens?</p> <p>8 A I would really need to respond to that</p> <p>9 at high level, because I have not actually done a</p> <p>10 recovery myself, but when we identify that there may</p> <p>11 be an overpayment and a recovery is necessary, then</p> <p>12 Anthem does have a recovery team that deploys -- you</p> <p>13 know, that has validated that the claim should not</p> <p>14 have been paid, and Anthem works to recover that</p> <p>15 claim from whoever the claim -- from who the claim</p> <p>16 has been paid to.</p> <p>17 Q And do they do that by, like -- do</p> <p>18 they send a nasty letter? Do they go to court? How</p> <p>19 does that work?</p> <p>20 MR. FULLER: I am just going to make a</p> <p>21 general objection. It's an incomplete hypothetical,</p> <p>22 but go ahead.</p> <p>23 Q You can respond.</p> <p>24 A If I were to give you an example, I</p> <p>25 had given an example earlier that someone's coverage</p>
<p style="text-align: right;">Page 99</p> <p>1 a service representative, so I supported an account</p> <p>2 executive, and I originally started with the company</p> <p>3 in 1994 as a customer service representative.</p> <p>4 Q And how long has Anthem been one of</p> <p>5 your accounts -- gosh. I am just awful at that.</p> <p>6 How long has MADA been one of your accounts?</p> <p>7 A Since 2004.</p> <p>8 Q Can you tell me who your primary</p> <p>9 contacts at MADA are?</p> <p>10 A My primary contact at MADA is Tom</p> <p>11 Brown, who is the executive director.</p> <p>12 Q Is there anybody -- understood. Is</p> <p>13 there really anybody else you deal with over there</p> <p>14 or is it Mr. Brown?</p> <p>15 A I also work some with Carrie Ann</p> <p>16 Gagney.</p> <p>17 Q I believe I learned who that is in</p> <p>18 Mr. Brown's deposition, so I don't need -- in case I</p> <p>19 didn't or in case it was unclear, what does</p> <p>20 Ms. Gagney do?</p> <p>21 A She does a lot of the administrative</p> <p>22 work to the insurance trust.</p> <p>23 Q Okay. The other topic that I wanted</p> <p>24 to go back to briefly was some of the recovery</p> <p>25 efforts that we had talked about; the recovery</p>	<p style="text-align: right;">Page 101</p> <p>1 may have terminated on October 15, but we didn't</p> <p>2 find out about it until today and because claims do</p> <p>3 process so quickly, that I say sometimes the claim</p> <p>4 is filed before you get to your car after a doctor's</p> <p>5 appointment -- and that's not really an</p> <p>6 exaggeration -- and we may pay it a day or two after</p> <p>7 that.</p> <p>8 So, you know, we find out today that a person</p> <p>9 should have been terminated a week ago and we may</p> <p>10 have paid a claim in the meantime. When we realize</p> <p>11 that, then, in the case of, let's say, a hospital</p> <p>12 claim or a doctor's office claim or a lab -- you</p> <p>13 know, pick one of those, then we are able to retract</p> <p>14 that claim from the provider so that we would tell</p> <p>15 them via their next remittance that we should not</p> <p>16 have paid that claim and that claim would be the</p> <p>17 responsibility of the member. And they would then</p> <p>18 proceed to bill a member for it instead of taking</p> <p>19 Anthem's payment as payment for the claim.</p> <p>20 Q And so let me make sure I understand</p> <p>21 that and get that straight. So in that process you</p> <p>22 just talked about, it sounds like since Anthem is</p> <p>23 ultimately the one paying out a lot of money to</p> <p>24 these providers, it holds back some cash and then it</p> <p>25 tells the provider if you want to, go chase it from</p>

<p style="text-align: right;">Page 102</p> <p>1 the member who should have been paying it anyway, is</p> <p>2 that accurate?</p> <p>3 A Yeah. I mean, we pay providers via</p> <p>4 remittances. We send to them a listing of who that</p> <p>5 payment is on behalf of, all right, so it may be the</p> <p>6 claims within a week or a two week period of time.</p> <p>7 On their next remittance it would reflect a</p> <p>8 redaction of that claim payment.</p> <p>9 Q Gotcha. You said reduction, not</p> <p>10 redaction, right?</p> <p>11 A Paid back or a redaction or we would</p> <p>12 reduce their next payment.</p> <p>13 Q Got it. Yes. You don't have much of</p> <p>14 an accent for somebody from Maine. I was expecting</p> <p>15 more, unfortunately.</p> <p>16 A I can turn it on if you'd like me to.</p> <p>17 Q Let's keep it as simple as we can. So</p> <p>18 that's -- okay. So then the money that would be</p> <p>19 recovered in that instance you get, it would sort of</p> <p>20 be directly taken by the provider and there wouldn't</p> <p>21 be anymore transferring of funds between MADA and</p> <p>22 the plan -- excuse me, between Anthem and the plan?</p> <p>23 A Correct. So we paid that claim on</p> <p>24 behalf of MADA. When we take it back, we would</p> <p>25 subsequently give that credit back to MADA. So, you</p>	<p style="text-align: right;">Page 104</p> <p>1 things. I am just wondering what Anthem's knowledge</p> <p>2 is. To the best of its knowledge, would the PBM</p> <p>3 have notice of a successful recovery?</p> <p>4 MR. FULLER: Object to form.</p> <p>5 A I would believe that the PBM, if there</p> <p>6 is a take-back of a claim, that would show within</p> <p>7 that PBM's claim reporting.</p> <p>8 Q Okay. I mean, would it show up in</p> <p>9 claims data?</p> <p>10 A If the information is there, then it</p> <p>11 should be reflected in the data.</p> <p>12 Q Okay. All right. I want to move on</p> <p>13 to, if we could pull up -- I think we are still on</p> <p>14 Exhibit 2. I promise not every exhibit takes this</p> <p>15 long, but if we could do Exhibit 2 at page MADA</p> <p>16 139 -- and I believe we are looking at No. 2, the</p> <p>17 first paragraph No. 2 at the top. There we go --</p> <p>18 and I just want to sort of ask you about how this</p> <p>19 works in the real world, Ms. Cobb.</p> <p>20 So it says here Anthem will furnish and</p> <p>21 maintain a drug formulary for use with the plan and</p> <p>22 Anthem shall periodically review and update its</p> <p>23 formulary. Now, in the real world who actually does</p> <p>24 that, does Anthem do it?</p> <p>25 A The PBM manages the drug formulary.</p>
<p style="text-align: right;">Page 103</p> <p>1 know, if we paid \$100 and we took \$100 back, they</p> <p>2 would get, you know, the \$100 back.</p> <p>3 Q Okay. So they get it back in full. I</p> <p>4 understand. And then in the case of a -- I assume</p> <p>5 that there is -- and I think we talked about it --</p> <p>6 there can be recovery efforts for prescription</p> <p>7 benefits as well, right?</p> <p>8 A Yes, there can be.</p> <p>9 Q So, to the best of Anthem's knowledge,</p> <p>10 is the process really any different for those?</p> <p>11 A I think that's really best described</p> <p>12 by the PBM.</p> <p>13 Q Okay. Do you have any idea, though,</p> <p>14 whether the process differs materially?</p> <p>15 A Materially I don't.</p> <p>16 Q If there is a recovery for a claim for</p> <p>17 a prescription claim, does the -- is the PBM ever</p> <p>18 made aware that there's been a recovery; you know,</p> <p>19 that money's been kept out of remittance from a</p> <p>20 pharmacy? For example, does the PBM ever learn of</p> <p>21 that?</p> <p>22 A I think that would be a question for</p> <p>23 the PBM.</p> <p>24 Q And again, I understand that maybe</p> <p>25 they are the boots on the ground who are running</p>	<p style="text-align: right;">Page 105</p> <p>1 Q Okay. So Anthem itself does not</p> <p>2 actually perform that task I just read?</p> <p>3 A We help to supply -- I am trying to,</p> <p>4 you know, delineate what we do versus a PBM. You</p> <p>5 know, you know, we do furnish -- you know, I can</p> <p>6 furnish to MADA the drug formulary. I am Anthem and</p> <p>7 I can remit that to them because it is something</p> <p>8 that I have access to, but in terms of maintaining</p> <p>9 that drug formulary, that is something that is done</p> <p>10 by the PBM.</p> <p>11 Q And I know that Anthem's got,</p> <p>12 obviously, a number of different formularies, I</p> <p>13 think, at its disposal. The actual -- the genesis</p> <p>14 of the creation of that formulary, would that have</p> <p>15 been done by a pharmacy benefits manager or would</p> <p>16 that have been done by Anthem or somebody else?</p> <p>17 A Well, as part of my preparation, I did</p> <p>18 go back and kind of review and actually, you know,</p> <p>19 talked with a couple of folks to refresh myself,</p> <p>20 because when Anthem was with Express Scripts, we did</p> <p>21 have a pharmacy and therapeutics committee which</p> <p>22 reviewed prescriptions for coverage within the</p> <p>23 formulary that was in place.</p> <p>24 Q And that was Anthem's -- I'm going to</p> <p>25 call it a P&T committee, if that makes sense to you.</p>

<p style="text-align: right;">Page 106</p> <p>1 A Pharmacy and therapeutics committee, 2 yes. 3 Q That was Anthem's P&T committee, not 4 Express Scripts'?</p> <p>5 A At the time my recollection of 6 speaking with someone who was closer to the pharmacy 7 benefits manager was that yes, Anthem did have a 8 pharmacy and therapeutics committee that reviewed 9 prescriptions to ensure having, you know, a -- I 10 think call it appropriate formulary in place for 11 members.</p> <p>12 Q Okay. Perfect. Thank you. The 13 next -- is it the next section? I am trying to find 14 where it says it. Let's go right back to that same 15 call out, please. I think it's the next sentence. 16 It says here, "The plan sponsor shall adopt such 17 formulary as part of the design of its plan." Do 18 you see where I read that?</p> <p>19 A Yes.</p> <p>20 Q And I don't think we've ever confirmed 21 the plan sponsor in this case equals MADA, correct?</p> <p>22 A Correct.</p> <p>23 Q So reading this, MADA didn't really 24 have a choice as to what formulary it was going to 25 adopt; is that right?</p>	<p style="text-align: right;">Page 108</p> <p>1 national list to the essential list? 2 A I believe that was in either 2016 or 3 2017. 4 Q I see. Okay. 5 A You know, I would say, just generally 6 speaking, that, you know, over the course of time 7 all benefits, whether they are medical benefits or 8 pharmacy benefits, have evolved for MADA. 9 Q How so? 10 A You know, in terms of if I want to go 11 back to 2004 when I came on with Anthem, I think 12 they had a \$500 deductible with a PPO plan. I can't 13 remember at the time if they offered a second PPO 14 plan that had a thousand dollar deductible, but 15 those plans are very much in our rear view mirror. 16 Over the course of time for the purposes of 17 affordability, they've had to increase deductibles 18 and have subsequently, you know, started or offered 19 higher deductible plans to their members. In 20 addition, over the course of time somewhere around 21 that 2005, 2006 time frame, consumer-driven high 22 deductible health plans that members can have in 23 conjunction with an HSA became available, and that 24 was something which they adopted a little while 25 later. You throw into all of that, that the ACA came</p>
<p style="text-align: right;">Page 107</p> <p>1 A Anthem has had different formularies 2 available, right. So over the course of time that 3 MADA has been with us, they've had either our 4 national formulary or our essential formulary, but 5 in terms of picking and choosing drugs to be in or 6 out of that formulary, that's not something that the 7 PBM allows. 8 Q Okay. So whatever -- MADA couldn't 9 edit and say, "We want this medication, not that 10 medication." That wasn't going to happen? 11 A Correct. 12 Q Understood. Would MADA have had even 13 any input could they have made a comment or a 14 suggestion? 15 A Well, anyone can comment or suggest, 16 but the formulary, you know, we -- I'm able to 17 obtain reporting that would -- for example, when 18 they move from the national formulary to the 19 essential formulary, I was able to obtain reporting 20 from the PBM that identified the impacts of such a 21 change. 22 Q When was there a switch between -- and 23 maybe I'm getting a little ahead of myself, because 24 I know I asked you about this later, but you brought 25 it up. When would there have been a change from the</p>	<p style="text-align: right;">Page 109</p> <p>1 along, and the ACA also changed a lot of things for 2 all of us. 3 Q Yes. I believe Mr. Brown made 4 reference to the ACA and I think it had to do with 5 the dependent coverage under that, I think what he 6 was speaking to. 7 A Yes. It expanded to H26 as part of 8 the ACA, yes. 9 Q Yes. Now and just to be clear, you 10 are referring to the Affordable Care Act? 11 A Correct. 12 Q All right. Just a quick question 13 about formularies, generally, with Anthem. They are 14 widely available online, like even I could go -- I 15 am not a MADA member, but I could go and pull up 16 what the formulary is right now, right? 17 A Yes, you could. 18 Q Okay. All right. We are still on 19 page 139. Could we go to Section B. Now here we've 20 got -- I will give you credit on that one. Here 21 we've got an explicit reference to Anthem PM and 22 something they're doing. It says it refers to a 23 drug rebate program which involves programs with 24 pharmaceutical manufacturers under which rebates for 25 certain prescription drugs to members are made</p>

<p style="text-align: right;">Page 110</p> <p>1 directly to Anthem's drug PBM. Do you see the 2 section I am referring to? 3 A Yes, I do. 4 Q So do you know whether or not either 5 Anthem or the PBM ever shares some or all of the 6 drug rebate credits drawn through this program back 7 to MADA? 8 A I do know that for a period of time 9 now, drug rebates have been shared with MADA. 10 Q Okay. Now, this section -- I think 11 the term of use is nice and vague. It says "certain 12 prescription drugs dispensed to members." Do you 13 have an or does Anthem have an understanding whether 14 there are any particular classes of medications that 15 are either included in that category or excluded 16 from that category? 17 A The way that I think I could say that 18 I've been educated around that is that only brand 19 name drugs have a rebate associated with them. 20 Q Now, that could include brand name -- 21 I think the brand name of valsartan is Diovan. That 22 would include brand name Diovan could be included 23 with that, right? 24 A Brands -- my understanding is a brand 25 is a brand. Now, whether -- you know, I think</p>	<p style="text-align: right;">Page 112</p> <p>1 that is -- you know, more detail than that is really 2 a question to the PBM. 3 Q Okay. And then what about this 4 provision about information to an independent third 5 party, who does that? 6 MR. FULLER: Who provides it? 7 MR. DORNER: Right. 8 A I think that would -- you know, Anthem 9 shall provide information to an independent third 10 party sufficient to verify that the estimated drug 11 rebate credit amount as set forth in Section 3 is a 12 reasonable and good faith estimate. I would see 13 that, again, as the responsibility of the PBM, 14 because that information has to originate from the 15 PBM. 16 Q And so they don't provide it to Anthem 17 and then Anthem actually submits the report or 18 whatever it is? 19 A We -- you know, so Anthem, I will say, 20 you know, and I'll give you an example -- I do 21 receive rebate reports on behalf of MADA which the 22 PBM has developed. 23 Q Okay. 24 A The development of that is done by the 25 PBM.</p>
<p style="text-align: right;">Page 111</p> <p>1 beyond that, the PBM would have to comment as to if 2 there was a rebate, et cetera. 3 Q Absolutely. I completely understand. 4 I guess I was just -- there's nothing different 5 about brand name Diovan that would keep it out of 6 this class of certain prescription drugs that might 7 be eligible for a rebate than any other brand name 8 drug, right? 9 A They are specified to brand, but in 10 terms of how much or if, for that matter, would be a 11 question to the PBM. 12 Q Okay. If we can go down to section -- 13 I believe it's D as in Delta 2 further down to the 14 whole D. I am really focused on D2 here. It says 15 that "On an annual basis, Anthem shall provide 16 information to an independent third party sufficient 17 to verify that the estimated drug rebate credit 18 amount set forth in Section 3 of Schedule A is a 19 reasonable and good faith estimate." 20 Now I notice here that the agreement here uses 21 the term "Anthem" where up above it used "Anthem PBM" 22 in terms of who is doing the negotiations. So, who 23 actually is responsible for this work, the PBM or 24 Anthem? 25 A Well, the PBM derives the rebates. So</p>	<p style="text-align: right;">Page 113</p> <p>1 Q Understood. And then is -- it really 2 doesn't matter. I am more interested in the 3 contents of the report. Do those rebate reports 4 break out drug by drug what the rebate payment is? 5 A That's a question for the PBM. 6 Q So talk about the ones that you've 7 seen. 8 A Sure. Sure. The ones that I have 9 seen certainly do not. 10 Q They do not? 11 A No. 12 Q So, it's just a big category of here 13 is all the rebates we managed to negotiate, it's in 14 this amount, such and such an amount, and that's it? 15 MR. FULLER: Object to form. 16 MR. KNEPPER: Matthew Knepper for 17 Express Scripts. Object to form. 18 MR. FULLER: Join. 19 Q Do you know the third party that this 20 information's provided to? 21 A I do not. 22 MR. DORNER: All right. Can we go to 23 MADA 152, please. 24 Q So, Ms. Cobb, I can represent to you 25 that this is the part of the Schedule B to the</p>

<p style="text-align: right;">Page 114</p> <p>1 original ASA.</p> <p>2 A All right.</p> <p>3 Q But there are just some terms here I</p> <p>4 think they carried through the whole way and there</p> <p>5 are just some terms I want to understand a little</p> <p>6 bit. So, one of the bullet points for --</p> <p>7 MR. DORNER: Let's see if I am on the</p> <p>8 right page. I apologize. Yes, I actually think</p> <p>9 it's 153. Can we go to 153? There we are. Okay.</p> <p>10 Q So one of the bullet points under</p> <p>11 prescription benefit services through Anthem PBM</p> <p>12 here, it says, "point of sale claims processing."</p> <p>13 Now, I understand that, you know, whatever the</p> <p>14 pharmacy benefits manager was doing at the time they</p> <p>15 were actually doing it, but does Anthem actually have</p> <p>16 an understanding of what point of sale claims</p> <p>17 processing is?</p> <p>18 A Yes. Sure. The member goes back to</p> <p>19 the pharmacy and picks up a prescription, that</p> <p>20 prescription which a member pays a portion of, and</p> <p>21 the plan, being MADA, also has a responsibility.</p> <p>22 And that's considered to be point of sale. So a</p> <p>23 member is receiving that service and it is being</p> <p>24 paid for at the same time.</p> <p>25 And let me give you an example how that may</p>	<p style="text-align: right;">Page 116</p> <p>1 A Yes.</p> <p>2 Q So what is the administrative override</p> <p>3 process?</p> <p>4 A You know, for example, if a person is</p> <p>5 running low on a prescription and they're set to</p> <p>6 leave for Europe for a month and their prescription</p> <p>7 is not yet eligible to refill prior to them leaving,</p> <p>8 so maybe, you know, a week into them being in</p> <p>9 Europe, then their prescription would be eligible</p> <p>10 for refill. So they're not going to be able to</p> <p>11 refill it before getting on the plane. That would</p> <p>12 be an administrative override to allow that person</p> <p>13 to refill that prescription early.</p> <p>14 Q Okay. And so the member would come</p> <p>15 call in to Express Scripts or Ingenio saying, "I am</p> <p>16 going to Germany and I need 30 more pills of</p> <p>17 whatever my medication is."</p> <p>18 A Right. Correct.</p> <p>19 Q Okay. And would it --</p> <p>20 A And same thing; you know, a person can</p> <p>21 have their purse stolen, their house may get broken</p> <p>22 into, they may lose something, and that would be an</p> <p>23 administrative override to allow that person to be</p> <p>24 able to get another supply of that prescription.</p> <p>25 Q Okay. Would the administrative</p>
<p style="text-align: right;">Page 115</p> <p>1 differ, is that a member may spend a week in the</p> <p>2 hospital and they spend that week. The hospital</p> <p>3 wheels them to the curb at the end of the week, sends</p> <p>4 them home and that sale, if you will, has not</p> <p>5 transacted. A member cannot go into a pharmacy and</p> <p>6 fill a prescription and leave with that prescription</p> <p>7 without transacting -- you know, the pharmacy will</p> <p>8 not let them leave without that transaction. So</p> <p>9 that's my example of point of sale.</p> <p>10 Q Okay. All right. And then I can't</p> <p>11 imagine -- can we kill that call out. I think this</p> <p>12 is probably along the same lines.</p> <p>13 The one below that is mail order claims</p> <p>14 processing. Is there any difference in that process</p> <p>15 versus a point of sale claim process?</p> <p>16 A No. I mean, once -- no, I don't</p> <p>17 believe so. I mean, once that mail order pharmacy</p> <p>18 takes the prescription and processes it, you know,</p> <p>19 that sale has been completed.</p> <p>20 Q Okay. Down lower on this page, it's</p> <p>21 the fourth to last bullet point in this section,</p> <p>22 "prescription benefit services." It says</p> <p>23 administrative override examples: Vacation, lost,</p> <p>24 stolen or spilled medications. Do you see what I am</p> <p>25 referring to there?</p>	<p style="text-align: right;">Page 117</p> <p>1 override process also come into effect in the event</p> <p>2 of a pharmaceutical recall where somebody needs to</p> <p>3 obtain a substitute blood pressure medication?</p> <p>4 A I believe that would be a question for</p> <p>5 the PBM.</p> <p>6 Q Does Anthem have any knowledge at all,</p> <p>7 any idea with respect to that?</p> <p>8 A I would say no.</p> <p>9 Q Okay. Can we go to the next page,</p> <p>10 please. So there is a short section down -- it's</p> <p>11 the last one before the signature block. It says</p> <p>12 billing and banking and here it says summary and</p> <p>13 detailed billing and claims (electronic). And there</p> <p>14 is no indication here that this is performed by</p> <p>15 Anthem's PBM and so I'm wondering what is summary</p> <p>16 and detailed billing and claims as used in this</p> <p>17 section.</p> <p>18 A Sure. I would liken that most to what</p> <p>19 I had explained earlier on that weekly claims detail</p> <p>20 that we provide to MADA, that we provide a full</p> <p>21 listing of all of the claims that have been</p> <p>22 processed on their behalf and whether those claims</p> <p>23 are medical, dental or pharmacy-related.</p> <p>24 Q Okay. Can we go to the page MADA 162.</p> <p>25 And in a --</p>

<p style="text-align: right;">Page 118</p> <p>1 THE VIDEOGRAPHER: My apologies. That</p> <p>2 does not look right.</p> <p>3 THE WITNESS: That looks like 2258.</p> <p>4 THE VIDEOGRAPHER: Hold on.</p> <p>5 MR. DORNER: It should be page 37 of</p> <p>6 the PDF. That's right.</p> <p>7 Q Okay. Now, in this section it looks</p> <p>8 like one of the services under the prescription</p> <p>9 benefit services heading and it is a reference to --</p> <p>10 oh, I take that back.</p> <p>11 This is actually in the above section which I</p> <p>12 think is headed "claims and customer service."</p> <p>13 Medicare crossover processing, do you see what I am</p> <p>14 referring to?</p> <p>15 A Yes.</p> <p>16 Q So it looks like that's in -- I will</p> <p>17 say that's in Anthem's section, not the PBM section;</p> <p>18 is that right?</p> <p>19 A That's what it appears to be.</p> <p>20 Q So what is Medicare crossover</p> <p>21 processing?</p> <p>22 A We may have insureds, that if they are</p> <p>23 either disabled or over 65 and eligible for</p> <p>24 Medicare, then we may have insureds who also may</p> <p>25 have Medicare in addition to being on the MADA plan.</p>	<p style="text-align: right;">Page 120</p> <p>1 plan that covers prescriptions.</p> <p>2 Q I just want to clear up one thing</p> <p>3 before we move on to kind of a different section of</p> <p>4 this exhibit. If we could put side by side MADA 162</p> <p>5 and MADA 153; so, this page and then, I guess, 11</p> <p>6 pages ago.</p> <p>7 THE VIDEOGRAPHER: 153, right?</p> <p>8 MR. DORNER: Yes.</p> <p>9 Q And I am not trying to play games</p> <p>10 here, Ms. Cobb. I've got to run down every detail,</p> <p>11 but you know there are headings on each of the pages</p> <p>12 that run into prescription services. Do you see</p> <p>13 that?</p> <p>14 A Mm-hmm.</p> <p>15 Q The one on the right, which I believe</p> <p>16 relates to either an older amendment to the original</p> <p>17 ASA that specifically notes it's through Anthem PBM</p> <p>18 whereas the one on the left, which I think is a</p> <p>19 later amendment, just says prescription benefit</p> <p>20 services. Between when these two documents were</p> <p>21 executed that these lines appear, was there any</p> <p>22 change in the amount of services that were provided</p> <p>23 by a PBM with benefit prescription services?</p> <p>24 A Well, prior to Anthem going to Express</p> <p>25 Scripts, which I believe happened somewhere in the</p>
<p style="text-align: right;">Page 119</p> <p>1 And in those cases we will, you know, determine who</p> <p>2 is primary and who is secondary and cross those</p> <p>3 claims with Medicare.</p> <p>4 Q Okay. And so in that situation,</p> <p>5 Medicare might be paying some or all of a benefit</p> <p>6 and MADA would be paying the remainder or vice</p> <p>7 versa; MADA was responsible? I guess it could be</p> <p>8 split up; is that correct?</p> <p>9 A In some way, yes, it can be shared.</p> <p>10 Q Does that only relate to medical</p> <p>11 benefits or can that extend into prescription drugs?</p> <p>12 A Well, I can't think of a reason why</p> <p>13 someone would have one of the main -- for example,</p> <p>14 if they were over 65 and they were actively employed</p> <p>15 and they were at a dealership and had one of the</p> <p>16 main auto dealer plans, I don't know of a reason why</p> <p>17 they would go out and spend additionally for some</p> <p>18 sort of Medicare part D benefit.</p> <p>19 Q Okay.</p> <p>20 A A person automatically gets plan</p> <p>21 Medicare A when they turn 65, but they have to</p> <p>22 purchase the other portions of Medicare such as part</p> <p>23 B and part D. So I can't think of a reason why</p> <p>24 someone would purchase something else if they were</p> <p>25 likely eligible and likely paying some portion of a</p>	<p style="text-align: right;">Page 121</p> <p>1 neighborhood of 2010 or 2011 -- it kind of escapes</p> <p>2 me now -- we did have our own pharmacy and there was</p> <p>3 Anthem prescription management, Anthem APM as we</p> <p>4 called it.</p> <p>5 Q Would that have been -- do you</p> <p>6 remember we talked earlier about Anthem affiliates?</p> <p>7 There was that definition in the ASA. Was APM one</p> <p>8 of those Anthem affiliates?</p> <p>9 A I believe they would have been</p> <p>10 referred to as an affiliate.</p> <p>11 Q And the Express Scripts, were they</p> <p>12 repair to as an affiliate or not?</p> <p>13 A I believe they would be referred to as</p> <p>14 an affiliate or, perhaps, a vendor.</p> <p>15 MR. FULLER: Don't guess.</p> <p>16 A I don't know specifically what we</p> <p>17 title them as, but they are separate.</p> <p>18 Q Anyways, getting back to the</p> <p>19 question -- I didn't mean to get sidetracked</p> <p>20 there -- is the -- strike that. Let me look at one</p> <p>21 thing. Okay. I think I understand.</p> <p>22 So, I have these backwards on the screen. The</p> <p>23 older one is to the right, the original, that went</p> <p>24 with the original ASA. The newer one is on the</p> <p>25 left-hand side of your screen and the change that's</p>

<p style="text-align: right;">Page 122</p> <p>1 highlighted, prescription benefit services versus</p> <p>2 prescription benefit services through Anthem PBM.</p> <p>3 Are you saying that's just a product of the</p> <p>4 fact that you retained Express Scripts and weren't</p> <p>5 using Anthem's APM affiliate anymore?</p> <p>6 A Well --</p> <p>7 MR. FULLER: Objection. It misstates</p> <p>8 her testimony. Go ahead.</p> <p>9 Q You can answer.</p> <p>10 A In Anthem in November 2008 the PBM</p> <p>11 that was still being used was APM or Anthem</p> <p>12 Prescription Management. So since page 153 is</p> <p>13 referring to that and I can see at the bottom that</p> <p>14 it refers to November 2008, then that would lead me</p> <p>15 to understand that to be a time period in which</p> <p>16 Anthem Prescription Management was managing those</p> <p>17 claims on behalf of Maine auto dealers.</p> <p>18 Since the page 162 is within a time period</p> <p>19 that Express Scripts was managing, then that would be</p> <p>20 the Express Scripts.</p> <p>21 Q I will explain my thinking here just</p> <p>22 to make sure we are on the same page. I had been</p> <p>23 thinking perhaps when Anthem PBM was a reference to</p> <p>24 any old PBM, whether that was Express Scripts or APM</p> <p>25 or anybody else, and then perhaps when 162 was</p>	<p style="text-align: right;">Page 124</p> <p>1 services fee. Do you see what I'm referring to?</p> <p>2 A Yes.</p> <p>3 Q So can you tell me what is the</p> <p>4 pharmacy benefits administrative services fee?</p> <p>5 A I think the best way for me to</p> <p>6 describe it is really at a high level, is that the</p> <p>7 services that are provided to MADA through Anthem</p> <p>8 affiliates then have various costs associated with</p> <p>9 them.</p> <p>10 So, we don't do it for free and certainly no</p> <p>11 one would expect us to, so we do have administrative</p> <p>12 fees to them. I would read this to be that the</p> <p>13 pharmacy benefits has a service fee associated with</p> <p>14 it.</p> <p>15 Q And so you mentioned this is charged</p> <p>16 to MADA, so MADA is the one who's paying this fee,</p> <p>17 right?</p> <p>18 A Correct, because they are responsible</p> <p>19 for their admin fees.</p> <p>20 Q And then who would receive this fee;</p> <p>21 would it go to the PBM, to Anthem or to somebody</p> <p>22 else?</p> <p>23 A I'm not able to answer that question.</p> <p>24 I think that's a question for -- you know, how does</p> <p>25 the PBM receive it, I believe that's a question for</p>
<p style="text-align: right;">Page 123</p> <p>1 executed and went into effect, Anthem may have been</p> <p>2 taking over some prescription benefit services on</p> <p>3 its own, since it didn't list that. You're telling</p> <p>4 me that's not the case?</p> <p>5 A Well, at the time of 162, that was the</p> <p>6 time period in which Anthem was using Express</p> <p>7 Scripts as their PBM.</p> <p>8 Q So Express Scripts was doing</p> <p>9 everything underneath prescription benefit services</p> <p>10 on MADA 162?</p> <p>11 A Correct.</p> <p>12 Q Let's go ahead and fast forward to</p> <p>13 MADA 275, and I just want to get the effective date</p> <p>14 here on this page. It looks like this is Amendment</p> <p>15 4 to the ASA and it went into effect on March 1,</p> <p>16 2018. Do you see that?</p> <p>17 A Yes.</p> <p>18 Q Here it looks like we have a new</p> <p>19 Schedule A, a new Schedule B, and then for the first</p> <p>20 time it appears a Schedule C added to the ASA.</p> <p>21 Would you agree?</p> <p>22 A That's what is there, yes.</p> <p>23 Q Okay. Now can we go to MADA 277, two</p> <p>24 pages later. All right. And on this page there is</p> <p>25 a section for a pharmacy benefits administrative</p>	<p style="text-align: right;">Page 125</p> <p>1 the PBM.</p> <p>2 Q Well, if the PBM receives it, does</p> <p>3 Anthem know if it receives this fee?</p> <p>4 A The pharmacy. I guess the best way</p> <p>5 for me to describe it is the pharmacy makes up some</p> <p>6 component of the administrative fee. How much or</p> <p>7 how that's transacted, I'm not able to speak to.</p> <p>8 Q Or where it is ultimately paid to, who</p> <p>9 gets to put it in their pocket at the end of the</p> <p>10 day, either the PBM or Anthem; are you able to speak</p> <p>11 to that?</p> <p>12 A No, I'm not.</p> <p>13 Q Do you know who forms -- not you.</p> <p>14 Does Anthem know who performs the services that the</p> <p>15 fee is intended to cover?</p> <p>16 A Well, pharmacy services are performed</p> <p>17 by the PBM.</p> <p>18 Q Okay. So the PBM is doing everything</p> <p>19 that this fee is intending to cover?</p> <p>20 A The PBM is doing the pharmacy benefit</p> <p>21 services.</p> <p>22 Q Right. And that's what this fee is</p> <p>23 intended to cover, correct?</p> <p>24 A That is how it reads here.</p> <p>25 Q Okay. Do you know if this is</p>

<p style="text-align: right;">Page 126</p> <p>1 requested on a per claim basis or is it a lump sum?</p> <p>2 A You know, our administrative services</p> <p>3 fees are -- you know, administrative fees are</p> <p>4 charged on a per contract per month basis.</p> <p>5 Q Is that also referred to as per</p> <p>6 subscriber per month?</p> <p>7 A Or PCPM, per contract per month.</p> <p>8 Q Okay.</p> <p>9 A If it isn't per contract per month,</p> <p>10 it's per member per month, but we generally speak to</p> <p>11 per contract per month.</p> <p>12 Q Okay. Now, this is the -- in my</p> <p>13 review of this document, I will represent to you</p> <p>14 this is the first time I came across this fee and I</p> <p>15 believe this went in effect on March 1 of 2018.</p> <p>16 Do you know if that fee was charged prior to</p> <p>17 March 1, 2018 to MADA?</p> <p>18 A I believe we would have to, you know,</p> <p>19 refer to earlier documents to see if that was</p> <p>20 included, but I believe you just said that you did</p> <p>21 not find it in earlier documents.</p> <p>22 Q I said I didn't see it, but I didn't</p> <p>23 know if perhaps it was folded into something else.</p> <p>24 A I'm not able to answer that.</p> <p>25 Q So I've got, I think, one more set of</p>	<p style="text-align: right;">Page 128</p> <p>1 Q Do you recall at that time whether</p> <p>2 Anthem was starting to offer performance guarantees</p> <p>3 to MADA?</p> <p>4 A Anthem wasn't offering performance</p> <p>5 guarantees. Performance guarantees were happening</p> <p>6 within the PBM.</p> <p>7 Q Okay.</p> <p>8 A Or as a result of the PBM.</p> <p>9 Q What do you mean as a result of?</p> <p>10 A Well, in March of 2018 rebates were</p> <p>11 starting to be shared with MADA from the PBM so</p> <p>12 that, I believe, would be what you'd be referring to</p> <p>13 as a performance guarantee, but that performance</p> <p>14 guarantee is what lies with the PBM.</p> <p>15 Q You said something that I just want to</p> <p>16 confirm. Prior to 2018 how, if at all, were drug</p> <p>17 rebates shared with MADA?</p> <p>18 A Drug rebates were specifically not</p> <p>19 shared.</p> <p>20 Q Okay. So this was a new thing in 2018</p> <p>21 that started up for MADA?</p> <p>22 A Yes, it was.</p> <p>23 Q So I guess we've got the term</p> <p>24 "performance guarantee" here in the first sentence</p> <p>25 and again under the general conditions as you noted.</p>
<p style="text-align: right;">Page 127</p> <p>1 questions left on this exhibit and I think it might</p> <p>2 be a good time -- we have been going an hour and we</p> <p>3 can take a break.</p> <p>4 Are you okay to do one more set of questions,</p> <p>5 Ms. Cobb?</p> <p>6 A Sure.</p> <p>7 Q Great. Let's go to MADA 286. All</p> <p>8 right. And this is Schedule C to the ASA with MADA,</p> <p>9 and I believe at the top here it says it's going to</p> <p>10 be effective for March 1, 2018 through February 28</p> <p>11 of 2021. So it just ended about -- actually almost</p> <p>12 eight months ago to the day.</p> <p>13 So you can take your time to review this if</p> <p>14 you'd like, but my question is going to be that</p> <p>15 schedule primarily deals with performance guarantees</p> <p>16 that MADA -- excuse me, that Anthem made to MADA,</p> <p>17 right?</p> <p>18 A You know, under the general conditions</p> <p>19 it does -- the first sentence there is the</p> <p>20 performance guarantees described in the attachment</p> <p>21 in this Schedule C will only be in effect for --</p> <p>22 it's kind of blotchy there.</p> <p>23 Q Yeah, it is a bad copy.</p> <p>24 A Yes, but it is for the time period of</p> <p>25 March 2018 through February of '21.</p>	<p style="text-align: right;">Page 129</p> <p>1 What is Anthem's understanding of what a</p> <p>2 performance guarantee is?</p> <p>3 MR. FULLER: Objection. Asked and</p> <p>4 answered. Go ahead.</p> <p>5 A That performance guarantee, I think,</p> <p>6 would be best explained by the PBM if it's in</p> <p>7 relation to the PBM or anything pharmacy-related.</p> <p>8 Q Fine. And so I'm looking at the first</p> <p>9 sentence here and it says it's pertaining to</p> <p>10 Anthem's performance under the agreement between the</p> <p>11 parties.</p> <p>12 Are you saying that Anthem had nothing to do</p> <p>13 with the performance guarantees in Schedule C?</p> <p>14 Again, if you want to look at the document, feel</p> <p>15 free. That's fine.</p> <p>16 MR. FULLER: Object to form.</p> <p>17 A So what I can speak to is that on the</p> <p>18 Anthem health plans of Maine side, you know, and</p> <p>19 this is with regard to medical claims, we do perform</p> <p>20 or are required to perform at a certain level for</p> <p>21 any of our customers. You know, timely claim</p> <p>22 payments, for example, is one that comes to mind</p> <p>23 that, you know, we are expected to pay a claim</p> <p>24 within 30 days. That's part of the performance that</p> <p>25 we guarantee to our customers.</p>

<p style="text-align: right;">Page 130</p> <p>1 Q Let's go ahead and flip to -- can we 2 flip to 287, the next page. Can we focus in on 2A 3 under the payment section. And this says here that 4 if Anthem fails to meets any of the obligations 5 specifically described in a performance guarantee -- 6 could you move that up a little bit? There we go -- 7 "Anthem shall pay plan sponsors the amount set forth 8 in the attachment describing the performance 9 guarantee. Payment shall be in the form of a credit 10 on plan sponsor's invoice for administrative service 11 fees which will occur annually unless otherwise 12 stated in the performance guarantee." 13 First of all, I read that correctly, right? 14 A Yes. 15 Q And so I guess I want to keep that -- 16 let me ask you a question about that. Is it 17 possible for -- you know, let's say these 18 performance guarantees related to prescription 19 services that the PBM was carrying out rather than 20 Anthem. Is it possible for the PBM to make a 21 payment to the plan sponsor in the form of a credit 22 on the plan sponsor's invoice for administrative 23 service fees? 24 MR. FULLER: Objection. It's an 25 incomplete hypothetical. Lacks foundation. Go</p>	<p style="text-align: right;">Page 132</p> <p>1 section or that paragraph that we were just looking 2 at regarding a payment, in the event that a 3 performance guarantee was not met, since the PBM 4 developed all of this, do they have the ability, if 5 they don't meet one of these performance guarantees, 6 to give a credit on an invoice? 7 A I believe that would be a question for 8 the PBM. 9 Q Who sends the invoice to MADA every 10 month? 11 A Well, Anthem sends the invoice to 12 MADA. 13 Q Okay. So Anthem has to review it 14 before they send it, right? 15 A Yes. We do review it, yes. 16 Q And so does the PBM have the ability 17 to put a line item on that invoice or issue a credit 18 that is reflected on that invoice? 19 A You know what? I can give you an 20 example. 21 Q Sure. 22 A That currently, you know, we share 23 rebates or I should say Ingenio shares rebates with 24 MADA and those rebate shares are reflected on their 25 invoice, but that information passes from Ingenio to</p>
<p style="text-align: right;">Page 131</p> <p>1 ahead. 2 A You know, I think that it's the way 3 that you've spelled it out is difficult for me to 4 even come up with an example. 5 Q Okay. And I guess what I'm asking 6 here is -- tell you what. Let's go ahead and go to 7 page 289, okay. So this is Attachment 1 to the 8 schedule we were just looking at, and I hope you 9 agree this clearly relates to prescription drug 10 pricing performance guarantees, right? 11 A Certainly. 12 Q Okay. And so would it be accurate to 13 say that these are -- well, let me ask you: Who 14 would have been negotiating to access the costs 15 guaranteed in this attachment? 16 A These are developed by the PBM. 17 Q And then was the PBM actually carrying 18 out the negotiations to obtaining these prices? 19 MR. KNEPPER: Object to form. This is 20 Matt Knepper. 21 MR. FULLER: Join. 22 Q You can answer. 23 A You know, a PBM is who develops what 24 we have here in front of us. 25 Q Okay. So kind of going back to that</p>	<p style="text-align: right;">Page 133</p> <p>1 Anthem for Anthem to then place on their invoice. 2 Q Okay. In the event that there would 3 be a payment or, I guess, some form of credit based 4 on these performance guarantees if one of them isn't 5 met and there's going to be a credit, who would pay 6 that credit? 7 A Well, the responsibility of it is on 8 the PBM. 9 Q Okay. So -- sorry. Go ahead, please. 10 A As part of getting prepared for this 11 deposition, I did reach out to our accounting area 12 who supplies the weekly invoices to MADA, you know, 13 to just try to gather a little bit further as to how 14 that information comes over. And to the extent that 15 I was able to find someone who could describe it, 16 which is really kind of the point person who does 17 their week to week invoices, you know, their answer 18 was, well, that information comes from the PBM. 19 That information comes from Ingenio. 20 Q Okay. 21 A So kind of all roads lead back to, at 22 this time frame, Ingenio. 23 Q Now, on this page 289, does Anthem 24 have any understanding of what -- and I'm just going 25 to go down a a couple examples -- of what the RX</p>

<p style="text-align: right;">Page 134</p> <p>1 choice retail pharmacy network provider is?</p> <p>2 A Sure. That's -- MADA adopted a little</p> <p>3 bit more of a narrow retail pharmacy network, I</p> <p>4 think, three years ago.</p> <p>5 Q That would be 2018. That would make</p> <p>6 sense.</p> <p>7 A Yes, that would be 2018. So what that</p> <p>8 refers to is there are some pharmacies who are</p> <p>9 ranked as a Tier 1 pharmacy and there are pharmacies</p> <p>10 that are ranked as a Tier 2 pharmacy.</p> <p>11 Q Is that, basically, like a preferred</p> <p>12 pharmacy network that has been set up?</p> <p>13 A Yes. Correct.</p> <p>14 Q Okay. And so can we kill that call</p> <p>15 out. And then the one -- well, let's skip the next</p> <p>16 one. And national plus retail pharmacy network</p> <p>17 providers -- I am going to take a guess -- are those</p> <p>18 the Tier 2 pharmacies?</p> <p>19 A Let's see. Can we go back to the</p> <p>20 other one?</p> <p>21 Q Sure. Let's blow them both up if we</p> <p>22 can.</p> <p>23 A Yes. So the choice retail pharmacy,</p> <p>24 those would be, in other words, the preferred</p> <p>25 pharmacies.</p>	<p style="text-align: right;">Page 136</p> <p>1 to obtaining a 90 day supply of medication?</p> <p>2 A We -- I don't believe that does refer</p> <p>3 to 90 day supply.</p> <p>4 Q Or just, I guess, and I think I'm</p> <p>5 answering my own question.</p> <p>6 A Actually, you know what? It does.</p> <p>7 Okay. If I read the next line, "guarantee for</p> <p>8 retail pharmacy," it's dispensing those larger</p> <p>9 quantities. So, I mean, by virtue of, you know,</p> <p>10 dispensing a 90 day supply versus a 30 day supply,</p> <p>11 there's really less overhead to the pharmacy to</p> <p>12 dispense a larger quantity, because a person is</p> <p>13 coming back less often.</p> <p>14 Q Can we go to the next page, please,</p> <p>15 MADA 290. This is the second to last page I am</p> <p>16 going to look at in this exhibit, so we're close.</p> <p>17 All right. If you could look at -- if we</p> <p>18 could blow up the first full paragraph under the</p> <p>19 specialty drug section. There we go. And it starts</p> <p>20 off with to determine any payment due to employer</p> <p>21 under these prescription drug pricing guarantees.</p> <p>22 Feel free to review this, Ms. Cobb, and review</p> <p>23 this paragraph and any other portion of the document,</p> <p>24 but I want to let you know what my question is before</p> <p>25 you start to take your time to do that. My question</p>
<p style="text-align: right;">Page 135</p> <p>1 Q Okay. And then a national?</p> <p>2 A If I refer to it as or what they would</p> <p>3 refer to -- MADA would refer to it as Tier 1</p> <p>4 pharmacies, the national pharmacies are all the</p> <p>5 others.</p> <p>6 Q Any other pharmacy, big or small, it</p> <p>7 doesn't matter?</p> <p>8 A Right. So either you're a choice</p> <p>9 retail pharmacy or you're a national.</p> <p>10 Q Okay. And so I guess this is a silly</p> <p>11 example, but I get it referred to my home town.</p> <p>12 Obviously, my home town has a CVS or some big</p> <p>13 pharmacy that might qualify as an RX choice retail</p> <p>14 pharmacy network provider. There is also a little</p> <p>15 mom and pop pharmacy and I'd say their name, but</p> <p>16 it's too hard to spell.</p> <p>17 It's a mom and pop. It doesn't have a</p> <p>18 national presence. Would that still count as a</p> <p>19 national plus retail pharmacy?</p> <p>20 A That would count as a national retail</p> <p>21 pharmacy.</p> <p>22 Q Thank you for clearing that up. If we</p> <p>23 can go to the section between those two, and here</p> <p>24 you'll see RX choice retail and it just says "90"</p> <p>25 before pharmacy network providers. Does that refer</p>	<p style="text-align: right;">Page 137</p> <p>1 is going to be, are you able to -- is Anthem able to</p> <p>2 describe the process by which it's decided whether or</p> <p>3 not a penalty payment is due to MADA?</p> <p>4 MR. FULLER: Objection. Calls for a</p> <p>5 incomplete hypothetical.</p> <p>6 Q You can answer if you can.</p> <p>7 A I mean, we're talking here about</p> <p>8 guarantees within a pricing guarantee category</p> <p>9 appearing to the sum of the appropriate portion of</p> <p>10 paid claims for prescription drugs, plus any member</p> <p>11 cost share that goes back to the PBM.</p> <p>12 Q So Anthem isn't familiar with the</p> <p>13 process for calculating any payment due to the</p> <p>14 employer under these performance guarantees?</p> <p>15 A No. That's a question for the PBM.</p> <p>16 MR. FULLER: Okay. If we can take a</p> <p>17 quick break?</p> <p>18 MR. DORNER: I've got just a few</p> <p>19 questions left on this document and then I will be</p> <p>20 ready to go. Is that okay with you, Chad?</p> <p>21 MR. FULLER: Yes.</p> <p>22 MR. DORNER: Not long at all, I'm</p> <p>23 sure. I'm just trying to catch my spot here.</p> <p>24 Q If a penalty is due under this section</p> <p>25 or this schedule, I guess I should call it; if a</p>

<p style="text-align: right;">Page 138</p> <p>1 penalty is due under this schedule, is there any way 2 to tie a portion of that penalty to a particular 3 drug?</p> <p>4 A That's PBM's responsibility.</p> <p>5 Q Let me ask you this: Has Anthem ever 6 seen a penalty payment under this schedule or any 7 subsequent schedule similar to this?</p> <p>8 A My answer remains that is a question 9 for the PBM, but that's not an Anthem 10 responsibility.</p> <p>11 Q Sure. And I am asking more if Anthem 12 has just ever come across it, if it's ever seen this 13 section go into effect, not whether it calculated 14 it. Has Anthem ever seen this happen before?</p> <p>15 A Penalty?</p> <p>16 Q Yes, for performance guarantees.</p> <p>17 A I can't answer that on behalf of 18 Anthem.</p> <p>19 Q Have you personally seen it?</p> <p>20 A A penalty? I can't say that I have.</p> <p>21 Q And I think "penalty" is the right 22 term. I believe that's the term that they use. 23 I'll make sure here real fast, but I think it is, 24 but let me make sure there's not a different term 25 that would be more appropriate.</p>	<p style="text-align: right;">Page 140</p> <p>1 A Well, the performance guarantees are 2 the responsibility of the PBM, and part of that 3 guarantee is being able to meet the performance that 4 you guaranteed to the customer. So if there is a 5 gap in that performance, then the obligation would 6 be to fill that gap.</p> <p>7 Q I agree. And so have you actually 8 seen that happen in practice in the real world?</p> <p>9 A You know, I can't answer that with 10 any -- with 100 percent confidence.</p> <p>11 Q Okay.</p> <p>12 A So how it would happen that if, you 13 know, a performance guarantee was issued and a PBM 14 did not meet that performance guarantee, that there 15 would be, you know -- they would have to live up to 16 that guarantee. I can't -- you know, I can't say 17 with 100 percent certainty, however, that I've 18 actually seen it.</p> <p>19 Q Okay. Do you have any sense as to if 20 there were to be a payment, you have to fill that 21 gap as you put it; would there be any way to tie a 22 particular, I guess, or to allocate that payment to 23 whatever medications the PBM wasn't able to achieve 24 the pricing for?</p> <p>25 In other words, could you look at whatever</p>
<p style="text-align: right;">Page 139</p> <p>1 I guess let me put it this way: Have you 2 personally ever seen an instance where either Anthem 3 or a PBM made a payment to MADA under the 4 prescription drug pricing guarantees that we're 5 looking at?</p> <p>6 MR. FULLER: Object to form.</p> <p>7 A So it has been MADA has been --</p> <p>8 THE WITNESS: Am I okay to answer, 9 Chad?</p> <p>10 MR. FULLER: Yes.</p> <p>11 A MADA has been on this sharing rebates 12 since 2018 and those rebates were settled on a 13 quarterly basis. I don't recall what's happened 14 each and every quarter.</p> <p>15 MR. FULLER: It seems different than 16 what he's asking, but I understand.</p> <p>17 Q Yeah, and really let me try to broaden 18 it, because I really want to understand the process 19 more than necessarily what MADA has received. So in 20 your role at Anthem for any of the clients that 21 you've seen who have these prescription drug pricing 22 guarantees as part of their agreement with Anthem, 23 have you ever seen a payment in whatever form issued 24 because Anthem or the PBM wasn't able to achieve the 25 performance guarantees?</p>	<p style="text-align: right;">Page 141</p> <p>1 that penalty payment is or gap filling payment and 2 say oh, some share of this is because we couldn't 3 meet our obligations with respect to prescription 4 ibuprofen and some is because we couldn't meet our 5 diabetes medication and some is related to valsartan; 6 would it be possible to break it down like that?</p> <p>7 A The PBM would --</p> <p>8 (Clarification requested by the 9 reporter.)</p> <p>10 A From Anthem's position we do not have 11 that, that would break it down. So when any rebates 12 flow through as a credit out to MADA or any of our 13 groups that is given to us in an aggregate form that 14 we apply to their invoice, any specifics as to what 15 goes into that rebate calculation is something for 16 the PBM.</p> <p>17 Q Okay. And that word -- you cut out on 18 mine. I think you said aggregate; is that right?</p> <p>19 A Yes. That report that we receive is 20 not specific as to what those rebates refer to.</p> <p>21 Q Okay. All right. Well, I think we 22 can put this exhibit away finally. I promise the 23 rest of them do not take near as long. I believe 24 your counsel suggested a break. I'm with him on 25 that, and so let's go off the record.</p>

<p style="text-align: right;">Page 142</p> <p>1 THE VIDEOGRAPHER: Going off the video 2 record. The time is 2:57. Stand by. We're off. 3 (Off the record.) 4 THE VIDEOGRAPHER: We are back on the 5 video record. This begins Media Volume No. 4. The 6 time is 3:25. 7 BY MR. DORNER: 8 Q All right. Ms. Cobb, welcome back. 9 When we first started talking today, we went through 10 what Anthem -- excuse me, what MADA's plans have 11 been since the year 2012. 12 I believe you testified it started off as 13 three plans and then it moved on up to four and 14 currently they have two PPOs, and then I believe two 15 HSA plans. Is that your recollection? 16 A Yes. 17 Q Okay. Now, I want to think a little 18 more broadly here how MADA's plans compare to that 19 which Anthem offers generally to other organizations 20 to other sponsors. Does Anthem only offer PPO and 21 HSA? 22 A We also offer HMO products. 23 Q And then no others besides that? 24 A That would be the three categories 25 that we would kind of umbrella our plans under.</p>	<p style="text-align: right;">Page 144</p> <p>1 deductible area, although most employers have had to 2 increase their deductible to higher levels as time 3 has gone on to address the affordability issues. So 4 typically there's more cost sharing with employees 5 today than there used to be and I think that there's 6 a narrower gap, if you will, between employer plans. 7 Q Does Anthem -- 8 THE VIDEOGRAPHER: Are you there? I 9 believe he may have frozen. We are now going to go 10 off the video record. The time is 3:29. We're off. 11 (Off the record.) 12 THE VIDEOGRAPHER: We are back on the 13 video record. The time is 3:38. 14 BY MR. DORNER: 15 Q All right. I apologize for the 16 technical glitch there. I believe we left off with 17 me asking whether or not any of MADA's plans ever 18 had a fully insured component to them. 19 A No. They have been an ASO customer 20 with us, with Anthem since 2004. 21 Q But certainly Anthem has customers who 22 aren't ASO and who are fully insured, correct? 23 A Correct. 24 Q We were talking about differences 25 among plans. With respect to MADA's plans, their</p>
<p style="text-align: right;">Page 143</p> <p>1 Q Is there such a thing -- and this is 2 just me trying to learn -- is there such a thing as 3 a fee for service plan in some industries, is that 4 something? 5 A Well, I mean fee for service, that 6 term has been around for a long time. Fee for 7 service refers to, you know, I go to a doctor. They 8 charge. I pay a fee for that service. 9 Q Okay. So it's not really an insurance 10 plan at all, is it? 11 A No. No. 12 Q Okay. Either way, not something that 13 was ever offered by MADA or by Anthem? 14 A Yeah. I mean, you may generically 15 refer to a plan as fee for service, but it's not 16 what we would title it as. 17 Q Okay. All right. And generally 18 speaking, among all of the PPO, the HSA and the HMO 19 plans offered, Anthem would agree that its benefit 20 design can differ from plan sponsor to plan sponsor, 21 right? 22 A Most definitely. 23 Q What are some of the big ways that it 24 might differ? 25 A You know, I think primarily in our</p>	<p style="text-align: right;">Page 145</p> <p>1 out of pocket maximums can be different, and in fact 2 I believe they are? 3 A Yes, they are different. 4 Q And that is at the same for any plan 5 that MADA -- excuse me, that Anthem might 6 administer, correct? 7 A Correct. 8 Q So we talked a little bit earlier 9 about pharmacy networks and Tier 1 and Tier 2. Can 10 the pharmacy network differ from plan to plan within 11 Anthem as a whole? 12 A If an employer group or, I should say, 13 a group, an employer plan chooses a pharmacy 14 network, then that's their choice but, for example, 15 in the case of MADA where they have the RX choice 16 network, that RX choice network is the same for 17 whoever contacts with Anthem; that if they choose 18 that network, that is their network and it's going 19 to be the same network. 20 Q Understood. Okay. Other than the RX 21 choice, and I think one was the national choice, 22 were there ever any other options or are those the 23 only two that Anthem offers? 24 A Those are the only two that we offer 25 at Anthem Maine has been national and the RX choice.</p>

<p style="text-align: right;">Page 146</p> <p>1 Q I think we talked about this a little</p> <p>2 bit, we passed right by it, but there is no part D</p> <p>3 component to any of MADA's plans, right?</p> <p>4 A No.</p> <p>5 Q Okay. Does Anthem even offer part D</p> <p>6 plans?</p> <p>7 A That is not a business that I have</p> <p>8 ever worked in. So, I mean, Anthem does offer, you</p> <p>9 know, Medicare advantage programs. They offer other</p> <p>10 Medicare programs, but -- and I'm sure there's a</p> <p>11 part D component out there, but it's not part of</p> <p>12 Anthem's options.</p> <p>13 Q I believe you testified that you had</p> <p>14 reviewed the formularies that are applicable here.</p> <p>15 Have MADA's plans always covered generic</p> <p>16 valsartan --</p> <p>17 MR. FULLER: Objection. Vague as to</p> <p>18 time.</p> <p>19 Q -- from 2012 to 2020?</p> <p>20 A If it was on the formulary, then it</p> <p>21 would have been covered by their plans.</p> <p>22 Q And I think, Ms. Cobb, I have managed</p> <p>23 to review some formularies in this case, but I don't</p> <p>24 think I have them all going back to 2012.</p> <p>25 Did you have an opportunity to confirm</p>	<p style="text-align: right;">Page 148</p> <p>1 A Yes.</p> <p>2 Q Could you explain what it is?</p> <p>3 A This would appear to be the first page</p> <p>4 of their certificate of coverage.</p> <p>5 Q Now, is this the same thing as the</p> <p>6 benefit booklet that I think we mentioned earlier?</p> <p>7 A Yes.</p> <p>8 Q Okay. And it would appear that this</p> <p>9 went into effect on March 1 of 2015, would you</p> <p>10 agree?</p> <p>11 A Yes.</p> <p>12 Q Now, based on documents we have</p> <p>13 received, I think MADA has had a new group medical</p> <p>14 plan document go into effect. Do you happen to know</p> <p>15 the date when that occurred?</p> <p>16 A That would have been likely as of this</p> <p>17 plan here, so March 1 of 2021.</p> <p>18 Q Was there a second group medical plan</p> <p>19 that would have started on March 1, 2019?</p> <p>20 A Well, March 1 is their renewal date.</p> <p>21 Q Did they -- sorry. Please.</p> <p>22 A Yes. So they renew their benefits</p> <p>23 each March.</p> <p>24 Q Is there a new plan document issued</p> <p>25 every March?</p>
<p style="text-align: right;">Page 147</p> <p>1 whether, going back to 2012, valsartan has always</p> <p>2 appeared on the formulary?</p> <p>3 A Well, since 2012 they have offered</p> <p>4 both our three tier formulary as well as the four</p> <p>5 tier formulary, and while I did not review each year</p> <p>6 specifically to valsartan --</p> <p>7 Q And I'm sorry. I might have been</p> <p>8 unclear in my question. Let me try to re-ask it. I</p> <p>9 was only speaking about formularies that were</p> <p>10 applicable to MADA and not to the rest of Anthem's</p> <p>11 plans generally.</p> <p>12 Did you have an opportunity to go back to 2012</p> <p>13 and see if the formularies applicable to MADA always</p> <p>14 contained valsartan?</p> <p>15 A I did not.</p> <p>16 Q Would Anthem still have access to its</p> <p>17 2012 -- to its formularies back to 2012 up to</p> <p>18 present day?</p> <p>19 A Well, those formularies are</p> <p>20 distributed by the PBM, not by Anthem. So they are</p> <p>21 developed and housed with the PBM and they're not</p> <p>22 something back to 2012 that I have tried to access.</p> <p>23 Q All right. Can we pull up Exhibit 3,</p> <p>24 please. Ms. Cobb, are you familiar with this</p> <p>25 document?</p>	<p style="text-align: right;">Page 149</p> <p>1 A Well, up until more recently MADA has</p> <p>2 actually made revisions to these plan documents.</p> <p>3 Q And when did that start?</p> <p>4 A I believe Anthem took over that</p> <p>5 function as of 2020.</p> <p>6 Q Okay. Can we go to page 471, and I</p> <p>7 want to focus on where it says the plan</p> <p>8 administrator and contract administrators. It's</p> <p>9 right before "qualified medical child support</p> <p>10 order." Here we go.</p> <p>11 This line says, "The plan administrator and</p> <p>12 contract administrator reserve the right to verify</p> <p>13 continued eligibility for all plan participants."</p> <p>14 Anthem is the contract administrator, is that</p> <p>15 accurate?</p> <p>16 A I believe that's how we would refer to</p> <p>17 ourselves.</p> <p>18 Q Okay. So what, if anything, did</p> <p>19 Anthem ever do to verify the continued eligibility</p> <p>20 of plan participants from 2012 to 2020?</p> <p>21 MR. FULLER: Objection. Vague.</p> <p>22 Q You can answer.</p> <p>23 A So, we work as a third party</p> <p>24 administrator on their behalf. You know, I think it</p> <p>25 is a little bit vague, reserve the right to verify</p>

<p style="text-align: right;">Page 150</p> <p>1 continued eligibility for all plan participants. If 2 we were to, you know, request verification that 3 someone was in fact, that to me would be a reference 4 to -- is a person legitimately an employee of a said 5 dealership to be eligible for the plan. 6 Q Yeah. And I guess I am just 7 wondering, did Anthem ever actually exercise any 8 right to verify continued eligibility of a plan 9 participant during that time period? 10 A I don't feel like I'm able to, you 11 know -- I don't believe I'm able to answer that for 12 Anthem of Maine. You know, we're talking about a 13 nine year period of time or eight year period of 14 time. 15 Q Why might that be done, can you think 16 of an instance where that might have to be done? 17 A The instance that I can think that 18 eligibility may be questioned would be more in the 19 stop loss arena. 20 Q What's that? 21 A You know, if there were -- I should 22 say more along the lines of, you know, eligibility 23 may be reviewed if we thought there was a fraud 24 situation involved. It's kind of vague. 25 Q Okay. Well, I'm just reading the term</p>	<p style="text-align: right;">Page 152</p> <p>1 or test program that would involve the payment of 2 benefits? 3 A We -- you know, if it's specific to a 4 pharmacy claim, again, that is a question for the 5 PBM. 6 Q Not specific to a pharmacy claim, this 7 is more to a disease management issue like 8 hypertension, I'm wondering. 9 Were there any pilot or test programs dealing 10 with hypertension that were instituted during that 11 time period? 12 A Not that I am aware of. 13 Q Could we go to 487, please. All 14 right. So if we could blow up -- I apologize. I'm 15 trying to find it. Let's look at the first 16 paragraph. So we've got all benefits for covered 17 services are subject to the deductibles, 18 coinsurance, copayments, maximums, exclusions, 19 limitations, terms, provisions and conditions of 20 this plan, including any attachments and amendments 21 or riders. I read that correctly, right? 22 A Yes. 23 Q And I just want to confirm that 24 covered services would include a prescription drug 25 covered under a PPO and HSA plan from MADA, right?</p>
<p style="text-align: right;">Page 151</p> <p>1 in their plan documents. I can't change the 2 language. 3 A Sure. 4 MR. DORNER: Can we go to MADA 485 and 5 then can we blow up pilot or test programs. 6 Q So this indicates that the plan may 7 institute pilot or test programs regarding case 8 management, disease management or wellness first 9 which may result in the payment of benefits not 10 otherwise specified in the plan document; the plan 11 reserves the right to discontinue a pilot or a test 12 program. Did I read that right? 13 A Yes. 14 Q So did Anthem ever institute -- well, 15 it says "the plan." Who is the plan referring to? 16 A I guess the plan would -- I believe 17 the plan as far as this is concerned would be MADA. 18 Q Okay. Is Anthem aware of whether any 19 pilot or test program dealing with hypertension was 20 ever commenced during 2012 to 2020? 21 A I don't see where we would have 22 awareness of that. 23 Q If such a program would result in the 24 payment of benefits and Anthem is the benefits 25 administrator, wouldn't Anthem know about any pilot</p>	<p style="text-align: right;">Page 153</p> <p>1 A The prescription would have to be a 2 covered prescription in order to meet the 3 qualifications here, yes. 4 Q Okay. Can we go to -- and we'll talk 5 more about terms of coverage a little bit later, but 6 I want to get through this document first, not that 7 we have a long way to go, but can we go to page 497, 8 please. 9 All right. Let's focus on the prescription 10 drugs section, starting with the second paragraph. 11 Here we go. And this is a paragraph you can go ahead 12 and read if you'd like, but it's referring to the P&T 13 committee that we were talking about earlier. 14 MR. DORNER: And actually, could we 15 blow up the entire of that section, that paragraph 16 and below including the next one. I think we have 17 to go even a little bit more. So here, Keith, I am 18 actually looking for the last two bullet points on 19 the page -- sorry, the last two paragraphs. I 20 apologize. This is why it's nice to be in the same 21 room sometimes. There we go. Perfect. 22 Q Okay. Earlier you had mentioned tiers 23 on formularies that are applicable to Anthem's 24 plans. Do you recall talking about that? 25 A Yes.</p>

<p style="text-align: right;">Page 154</p> <p>1 Q Okay. And then near the bottom of 2 this call out we have here says, "The determination 3 of tiers is made by the contract administrator based 4 upon clinical decisions provided by their national 5 P&T committee." Do you see where that's written 6 there? 7 A Yes. 8 Q So when it comes to deciding tiers for 9 medications on the formulary, would it be accurate 10 to say that Anthem decides what medications go on 11 its formulary, based on recommendations of the P&T 12 committee? 13 MR. FULLER: Objection. Asked and 14 answered. 15 Q You can answer. 16 A You know, my review and my 17 conversation to, you know, bring myself up to speed, 18 again, with what, you know, some of these functions 19 are is that at this time, 2015, there was a pharmacy 20 and therapeutics committee which reviewed 21 prescriptions. That committee was made up of, you 22 know, outside consultants or clinicians, I should 23 say, who would review the effectiveness and the 24 appropriateness of the prescriptions. 25 Q Okay. After they did that, then, as</p>	<p style="text-align: right;">Page 156</p> <p>1 Anthem of Maine. 2 MR. FULLER: You saved me an 3 objection. 4 A Those I think -- probably what I 5 should follow up here is that that's a national 6 committee. That's not an Anthem of Maine committee. 7 Q Okay. Can you explain the difference 8 here for someone who is not an Anthem insider? 9 MR. FULLER: I object. It's outside 10 the scope of the depo. 11 Q You can answer. 12 A I mean, that's a national committee 13 we're talking about that makes decisions for Anthem 14 across the 14 states that we operate in, so it's not 15 anything that specifically Anthem Maine made 16 decisions around. 17 Q Okay. 18 A So does that help? 19 Q It doesn't really help, but I 20 understand what you're saying. 21 A We don't have 14 national -- we don't 22 have 14 P&T committees that make decisions 23 individually for each state. We have one. 24 Q Let me ask this way: Does Anthem 25 Maine use a formulary that was drafted by the</p>
<p style="text-align: right;">Page 155</p> <p>1 Anthem was either putting together a formulary or 2 making amendments to a formulary, I know they are 3 amended from time to time when it came to deciding 4 whether or not a medication was listed or not, would 5 Anthem make that decision based upon the 6 recommendations of this national P&T committee? 7 MR. FULLER: Vague as to time. 8 Q Yes, and I am referring to the time of 9 this document of 2015, and you can answer if you 10 can. 11 A So that pharmacy therapeutics 12 committee made recommendations to what would be and 13 not be on a formulary. 14 Q And based -- sorry. Please finish. 15 Sorry. 16 A I mean, the pharmacy and therapeutics 17 committee made decisions around what would be on a 18 formulary. 19 Q Were you finished with the answer? 20 A Yes. 21 Q Okay. And then based upon those 22 recommendations, would Anthem adopt them completely, 23 would it maybe take some of them but not all of 24 them; how did that work? 25 A I can't answer that on behalf of</p>	<p style="text-align: right;">Page 157</p> <p>1 national P&T committee? 2 MR. FULLER: Objection. Asked and 3 answered. 4 A I believe I have already stated that. 5 Q And it does, right? 6 A Anthem Maine would use the national 7 P&T committee recommendations. 8 Q Okay. And Anthem Maine wouldn't make 9 any changes to those recommendations? 10 A No, we would not. 11 Q And then with respect to the tiers of 12 medications set up by or recommended by the national 13 P&T committee, would Anthem Maine adopt to those 14 recommendations for its formularies? 15 A Yes. 16 Q And it wouldn't make any changes to 17 those or would it adopt the recommendations 18 wholesale? 19 A We would only be able to adopt the 20 recommendations wholesale. 21 Q Does Anthem Maine, in choosing a 22 formulary, does it rely on anything else other than 23 the national P&T committee recommendations? 24 MR. FULLER: Objection. Lacks 25 foundation. Calls for speculation.</p>

<p style="text-align: right;">Page 158</p> <p>1 A We are only able to adopt what we are 2 provided. We are not able to make -- Anthem Maine 3 is not able to make alterations to a national 4 decision.</p> <p>5 Q Okay. Does Anthem have knowledge as 6 to what the P&T committee relies on in coming up 7 with its recommendations?</p> <p>8 A That is a national committee that is 9 not here in Maine -- I say here in Maine because I'm 10 in Maine, but that is a national committee that made 11 decisions outside of Anthem Maine's jurisdiction, if 12 you will.</p> <p>13 Q Sure, and I understand that. I guess 14 I'm asking something a little bit differently. Are 15 the various Anthem organizations -- and I assume 16 there's one in each state. Clearly there's one in 17 Maine. Are they given any background or information 18 about what the national P&T committee used to 19 develop the formularies?</p> <p>20 MR. FULLER: Objection. Beyond the 21 scope of this depo. Lacks foundation. Calls for 22 speculation.</p> <p>23 Q You can answer.</p> <p>24 A That's not something that we'd have 25 available to us.</p>	<p style="text-align: right;">Page 160</p> <p>1 about it because it could involve, as it says, 2 waiving or reducing copayments or coinsurance, 3 right?</p> <p>4 A Correct.</p> <p>5 Q So is Anthem aware of any programs 6 that encouraged the utilization of, say, one blood 7 pressure medication over another?</p> <p>8 MR. FULLER: Objection. Vague as to 9 time. Go ahead.</p> <p>10 A Well, just by virtue of generic drugs, 11 for example, generic drugs are -- generally speaking 12 are in a lower cost tier than a brand name 13 counterpart. They may in fact give or the plan may 14 provide some type of incentive or -- by "incentive" 15 I mean reduction in cost to a covered member if they 16 use the mail order program.</p> <p>17 So, you know, when you read through this, 18 those are the types of things that this would get to 19 is that -- you know generic drugs are less expensive 20 typically, so members are charged a lower copayment 21 for them.</p> <p>22 Q So referring to some of the general -- 23 you know -- yeah, let me just paraphrase -- 24 referring to generic versus brand, referring to mail 25 order versus brick and mortar pharmacy, that's what</p>
<p style="text-align: right;">Page 159</p> <p>1 Q You would have it or you would not 2 have it?</p> <p>3 A Would not.</p> <p>4 MR. DORNER: Okay. Can we take out 5 this call out, please, and go down to 498, and can 6 we blow up the paragraph beneath the bullet points. 7 There we go.</p> <p>8 Q I'll go ahead and let you -- well, no, 9 I should read it from for the record, because it's 10 not clear.</p> <p>11 "From time to time we may initiate various 12 programs to encourage covered persons to utilize more 13 cost effective or clinically effective drugs, 14 including but not limited to generic drugs, mail 15 order drugs, OTC or preferred products. Such 16 programs may involve reducing or waiving copayments 17 or coinsurance for certain drugs or preferred 18 products for a limited period of time."</p> <p>19 My first question is, who is "we" referring 20 to in the fifth word of this paragraph?</p> <p>21 A Well, since at that time MADA was 22 controlling this plan document, I would see that as 23 being MADA.</p> <p>24 Q Okay. Now, if MADA were to initiate 25 one of these programs, Anthem would have to know</p>	<p style="text-align: right;">Page 161</p> <p>1 this paragraph is referring to?</p> <p>2 A That is how we would interpret it, 3 yes.</p> <p>4 Q Okay. And now this may sound crazy -- 5 I don't know. This isn't my industry -- could there 6 be such a thing as, say, rebates or coupons to 7 consumers for purchasing valsartan or other blood 8 pressure medications?</p> <p>9 A That's a question for the PBM.</p> <p>10 Q Have you ever heard -- just in your 11 experience, have you ever heard of, you know, 12 basically a coupon to purchase a prescription drug 13 or is that something that would just never exist?</p> <p>14 A Well, probably when I watch the 15 evening news tonight I'll see something about that.</p> <p>16 Q Really?</p> <p>17 A If you can't afford your prescription, 18 AstraZeneca can help, right?</p> <p>19 Q I see. Okay. Okay.</p> <p>20 A That's my observation.</p> <p>21 Q But you're not sure whether there were 22 any specific rebates or other things of value for 23 valsartan or blood pressure medications?</p> <p>24 A That would be a question to the PBM.</p> <p>25 Q Okay. Anthem wouldn't know?</p>

<p style="text-align: right;">Page 162</p> <p>1 A That would be a question to the --</p> <p>2 that would be a PBM type of question.</p> <p>3 Q Right. That's a little bit different</p> <p>4 answer. Does Anthem know?</p> <p>5 A No, because I would refer that</p> <p>6 question back to the PBM.</p> <p>7 Q Okay. And you just have to</p> <p>8 understand, I understand you want me to go ask a PBM</p> <p>9 question, but if you have knowledge, I want to know</p> <p>10 what that knowledge is. Fair enough?</p> <p>11 A Sure.</p> <p>12 Q Okay. Can we go to the next page</p> <p>13 please -- oh, sorry. Did you want to say something?</p> <p>14 A No. That's fine.</p> <p>15 Q Let's just do a call out of the first</p> <p>16 two full paragraphs starting with prescription</p> <p>17 drugs. There it is. So, this page is referring to</p> <p>18 a program that's in the first paragraph here, a</p> <p>19 program where certain participating retail</p> <p>20 pharmacies will fill prescriptions at the same</p> <p>21 copayments that apply to the mail order pharmacies.</p> <p>22 Do you see what I am referring to?</p> <p>23 A Yes, I do.</p> <p>24 Q Is this a -- are those certain</p> <p>25 pharmacies, are those those tier 1 pharmacies we</p>	<p style="text-align: right;">Page 164</p> <p>1 interest. I was wondering what you were referring</p> <p>2 to.</p> <p>3 A Sure. Thanks. MADA has a willing</p> <p>4 provider law at one time, you know -- and like I</p> <p>5 said, a lot has evolved over time. At one time we</p> <p>6 could not in fact charge or the PBM could not charge</p> <p>7 a member more for using a retail pharmacy versus</p> <p>8 going to mail order.</p> <p>9 Q I see. And that's called a what</p> <p>10 provider law?</p> <p>11 A Any willing provider.</p> <p>12 Q Any willing provider? Okay. All</p> <p>13 right. And that was the only circumstance you were</p> <p>14 referring to?</p> <p>15 A Yes.</p> <p>16 MR. DORNER: Okay. All right. Can we</p> <p>17 take this down and go to Exhibit 4.</p> <p>18 Q I want to ask some questions now about</p> <p>19 particular terms that would apply to coverage under</p> <p>20 both of MADA's plans, which I think you're familiar</p> <p>21 with their plans generally, right?</p> <p>22 A Yes.</p> <p>23 Q Okay. All right. So could you tell</p> <p>24 us what this document is that we're looking at?</p> <p>25 A This is what we refer to as the</p>
<p style="text-align: right;">Page 163</p> <p>1 were talking about earlier?</p> <p>2 A Well, the distinction between RX</p> <p>3 choice that tier 1 versus tier 2 pharmacies did not</p> <p>4 come back until about 2018, so this is dated 2015.</p> <p>5 There was a period of time and I cannot put my, you</p> <p>6 know, calendar on it specifically where there were</p> <p>7 pharmacies in the state of Maine, because Maine does</p> <p>8 have some unique circumstances; there were some</p> <p>9 retail pharmacies that members could fill at that</p> <p>10 would provide them with a lower cost share versus</p> <p>11 other pharmacies. So that cost share would be</p> <p>12 comparable to them using a mail order entity.</p> <p>13 Q Okay. I see. Just curious; what are</p> <p>14 the special circumstances or unique circumstances</p> <p>15 you were referring to?</p> <p>16 A I kind of lost my train of thought,</p> <p>17 because I went on to the next portion of that.</p> <p>18 Q Would it help if the answer was read</p> <p>19 back or I could try to paraphrasing what I heard?</p> <p>20 A Feel free.</p> <p>21 Q Sure. You had just mentioned in Maine</p> <p>22 there were some unique circumstances whereby certain</p> <p>23 pharmacies were able to offer at a lower cost share</p> <p>24 than what other pharmacies might be able to, and</p> <p>25 just the word "unique circumstances" peaked my</p>	<p style="text-align: right;">Page 165</p> <p>1 benefit overview for their PPO plans.</p> <p>2 Q And this looks like this one was</p> <p>3 effective on March 1 of 2018?</p> <p>4 A Yes.</p> <p>5 Q Would a benefits overview explain</p> <p>6 whether or not a deductible has to be satisfied</p> <p>7 before coverage can kick in?</p> <p>8 A This benefit overview, you know,</p> <p>9 helps -- this is what is distributed to members</p> <p>10 through the Maine Auto Dealers Association. So</p> <p>11 employees receive this in an effort to help educate</p> <p>12 them as to what their deductible levels are, what</p> <p>13 applies to the deductible and what does not apply to</p> <p>14 the deductible.</p> <p>15 Q So this should, however, set for you,</p> <p>16 if the deductible does apply, the benefit overview</p> <p>17 says it does apply. If it doesn't apply, the</p> <p>18 benefit overview says it doesn't apply.</p> <p>19 A Yes.</p> <p>20 Q Super. And it also explains what</p> <p>21 copayment and coinsurance terms would apply as well,</p> <p>22 right?</p> <p>23 A Yes.</p> <p>24 Q I just want to use this in the case of</p> <p>25 let's assume we have just a basic individual, not a</p>

<p style="text-align: right;">Page 166</p> <p>1 family under the -- let's go with the PPO standard 2 plan. So it looks like that person would have a 25 3 hundred dollar deductible for a calendar year, 4 right? 5 A Correct. 6 Q Okay. And then down below that, if we 7 can blow up that box starting all benefits for 8 covered services. Yeah. So it says "All benefits 9 for covered services are paid after the deductible 10 has been satisfied unless otherwise stated." I read 11 that correctly, right? 12 A Yes. 13 Q So would it be fair to say, then, that 14 unless the benefit overview says the deductible 15 doesn't apply, you have to satisfy the deductible 16 before you get coverage, right? 17 A Correct. 18 MR. DORNER: Okay. We can take care 19 of that call out, please. And I just want to do an 20 example of this, so if we can go to the next page. 21 Q So here we've got the professional 22 services category and it's got a little bit of gray 23 over it, but it looks like in that category for 24 things of that nature, that's where deductible does 25 not apply, right?</p>	<p style="text-align: right;">Page 168</p> <p>1 ago, and I don't see anything here that says the 2 deductible doesn't apply. So how do we know that it 3 doesn't apply? 4 A Well, I guess this is not explicit. I 5 mean, I know that it's a 20 dollar copayment for a 6 Tier 1 prescription and under that it's refers to 7 all copayments are per 30 day supply. 8 Q Let me ask this: Are there any 9 plans -- and this is for Anthem generally not just 10 MADA -- are there any plans where a deductible does 11 apply before prescriptions are covered? 12 A Yes, on high deductible plans. 13 Q All right. I think this is a PPO. 14 Are there PPOs that are set up in a way that you 15 have to satisfy a deductible before a prescription 16 drug is covered? 17 A Generally speaking, no. PPO plans are 18 generally set up in this manner. 19 Q Okay. 20 A You know -- and to the left it does 21 say drug card copayment shown apply to Tier 1 22 pharmacies as well. 23 Q Yeah, and I agree with you. I'm not 24 fighting you here. Can we go back up one page? 25 Actually, let's go back to the one we were at.</p>
<p style="text-align: right;">Page 167</p> <p>1 A Correct. Right. For example, the 2 office visit with a non specialist would be a 30 3 dollar copayment and then be reimbursed at 100 4 percent. 5 Q Okay. I appreciate the example. 6 Could we take out that call out and then go down to 7 the next page, please, and then let's just blow up 8 the -- let's just do the top third of it. Really, 9 we're looking at the prescription drugs boxes. Yes. 10 That's perfect. 11 So my question is, wouldn't a deductible -- 12 looking at this benefits overview, wouldn't a 13 deductible apply before prescription drugs are 14 covered? 15 A They do not. 16 Q And what's your basis for concluding 17 that? 18 A Well, you have Tier 1, 20; Tier 2, 45; 19 Tier 3, 100; Tier 4, 25 percent or 250 max; and 20 under that it says all copayments are per 30 day 21 supply. 22 Q I follow those are the copays to 23 particular prescription drugs, but my question is 24 more that we saw an explicit statement deductible 25 does not apply in that example we looked at a moment</p>	<p style="text-align: right;">Page 169</p> <p>1 That's fine. 2 So if we look below that in the mental health 3 and substance abuse box, would a deductible apply to 4 that kind of care? Oh, it says no deductible. I see 5 no deductible there, but here we've got -- so there 6 is a 30 dollar copayment and it looks like it's 7 either covered at 80 percent or 100 percent. How 8 does that work? 9 MR. FULLER: I am going to make an 10 objection. It is outside the scope of this 11 deposition, which is about RX drugs. 12 Q You can answer, though. 13 MR. FULLER: What's the point? 14 Q You can answer. 15 A You know, with regard to mental health 16 and substance abuse, those benefits are required to 17 pay the same way because of mental health care the 18 same as any other service. 19 Q I guess what I am pointing out here, 20 there is a copayment, but then there is also -- 21 strike that. I see what you're saying. Can we go 22 back up a page instead? 23 So here we've got, under provider services, 24 for example, we've got, those services are all 25 subject to a deductible and they also have a</p>

<p style="text-align: right;">Page 170</p> <p>1 copayment associated with them. So I guess my 2 question is why, the way that this benefits overview 3 is worded, shouldn't there be a deductible applicable 4 to those and then the copay that goes along with it? 5 A Well, in a case of hospital inpatient, 6 the heading over that is "subject to deductible." 7 When you refer to that 80 percent, whatever the 8 deductible is, that's a 25 hundred dollar deductible 9 plan, so the first \$2,500 in deductible for the year 10 are subject to the deductible before a hospital 11 inpatient claim would start paying at 80 percent. 12 Q So, is that more -- would that be 13 considered like a 20 percent coinsurance, is that 14 how that's viewed? 15 A Right. The member would have a 16 20 percent co-insurance. 17 Q Okay. All right. 18 A Anything that states a copayment 19 bypasses the deductible. I think that might be the 20 clearest way to say it. 21 Q And do you happen to know where that 22 might -- you know something to that effect might be 23 indicated in the other plan document or benefits 24 overview? 25 A Well, I think if we went back to the</p>	<p style="text-align: right;">Page 172</p> <p>1 A Yes. So these overviews are 2 customized for Maine Auto Dealers and the call out 3 of these specifics pharmacies are called out really 4 in reference to who we have available in Maine for 5 pharmacies. 6 Q Okay. 7 A Okay. So when we don't list any of 8 the mom and pops the overview is specific that Tier 9 1 pharmacies include those six. 10 Q All right. From 2015 to 2019 -- 11 MR. DORNER: You may close this call 12 out. 13 Q From 2015 to 2019 were MADA members 14 required to fill out their plans with generic 15 medications if they were available? 16 A The plan is not -- well, I mean I 17 should say that Maine does have a generic law in 18 place as well so that unless a provider writes a 19 prescription to dispense as written, a pharmacist 20 will dispense a generic medication. 21 Q So by virtue of that law, everybody in 22 Maine was going to get a generic unless the 23 prescription provided for it? 24 A Unless the prescription was indicated 25 to only dispense as written.</p>
<p style="text-align: right;">Page 171</p> <p>1 first page of the overview, it's stated that 2 services were subject to the deductible unless 3 otherwise stated, if I'm remembering correctly. 4 Q Yeah. Yeah, that's right. And so I 5 guess in listing a copay, does Anthem consider that 6 to be an otherwise stated? 7 A That is, yes. The copayment is 8 otherwise stated. 9 Q Okay. All right. That had been 10 confusing me, so I appreciate -- 11 A Okay. 12 Q -- I appreciate your view on that. 13 Let me see if I can -- give me a minute here. Let 14 me see if I can skip some. All right. Let's just 15 pull up Exhibit 5 briefly. But you did just manage 16 to erase about a page of my outline, so that helps. 17 And can we go to page 616. 18 All right. Can we blow up the prescription 19 drugs box on this page, please. So here we've got a 20 note your prescription drug costs will be lowered 21 Tier 1 pharmacies CVS, Haniford, Sam's, Shaw's, 22 Target and Walmart and higher at Tier 2 pharmacies 23 Rite Aid and Walgreens. Is this a reference to those 24 national RX or prime -- choice RX or whatever it is, 25 is that a reference to this?</p>	<p style="text-align: right;">Page 173</p> <p>1 Q Okay. All right. Now, also in the 2 prescription drug box here it says this plan uses 3 the essential drug list; drugs not on the list are 4 not covered. 5 We had been talking about formularies 6 previously. This is a reference to the essential 7 drug list. I think it was your testimony earlier 8 that MADA would switch between essential and 9 national. Am I recalling correctly? 10 A They had been on the promotional drug 11 list and then they moved to the essential drug list. 12 Q Do you remember when that happened? 13 A I believe that happened either in 2016 14 or 2017. 15 Q Okay. Since 2000 -- let's say 2017 to 16 be sure, since 2017 has MADA been on the essential 17 drug list? 18 A I believe so. I did research that as 19 part of the preparation, and in 2017 did they switch 20 the essential formulary. 21 Q Can you tell me what the differences 22 are between the national drug list and the essential 23 drug list? 24 MR. FULLER: I am going to make an 25 objection. Lacks foundation. Calls for</p>

<p style="text-align: right;">Page 174</p> <p>1 speculation.</p> <p>2 Q We can nip that in the bud at least to</p> <p>3 one of those. Are there differences between the</p> <p>4 national drug list and the essential drug list?</p> <p>5 A Yes, there are.</p> <p>6 Q Can you explain what those differences</p> <p>7 are, and in general. You don't need to go drug by</p> <p>8 drug.</p> <p>9 A The essential drug list is a little</p> <p>10 bit more limited.</p> <p>11 Q Did you say "limited"?</p> <p>12 A Yes, but I think any further details</p> <p>13 from that would require the PBM to respond.</p> <p>14 Q Does one name cover more brand name</p> <p>15 medications?</p> <p>16 A That would be a question for the PBM.</p> <p>17 Q Did you review the formularies?</p> <p>18 A Yes. So I know what the formularies</p> <p>19 were moving from year by year and what their tiers</p> <p>20 were moving year to year but, you know, as far as</p> <p>21 the specific drugs within the formulary, no.</p> <p>22 Q And I certainly don't need to get into</p> <p>23 specific drugs. I think the only one we are going</p> <p>24 to talk about is valsartan, but does Anthem have</p> <p>25 knowledge as to whether or not there were more brand</p>	<p style="text-align: right;">Page 176</p> <p>1 And, I guess, let me give you an example. So you</p> <p>2 can strike that question and I'll re-ask it.</p> <p>3 If the same medication is on both the national</p> <p>4 and the essential list, is it possible that a plan</p> <p>5 sponsor would pay more for a medication simply by</p> <p>6 view of the virtue of the fact it is on the national</p> <p>7 list versus essential?</p> <p>8 A I'm not able to respond to that.</p> <p>9 Q Why not?</p> <p>10 A That's a specific question to the PBM.</p> <p>11 Q Okay. So Anthem doesn't know if</p> <p>12 placement on its own formulary affects the price of</p> <p>13 the drug?</p> <p>14 A The formulary is what comes from the</p> <p>15 PBM.</p> <p>16 Q So, again, what I was asking is Anthem</p> <p>17 doesn't know for its own formularies whether or not</p> <p>18 placement on national versus essential affects the</p> <p>19 price that the plan pays?</p> <p>20 A I'm not able to answer that question</p> <p>21 for you.</p> <p>22 Q Anthem, or you have no knowledge on</p> <p>23 that question?</p> <p>24 A Not without -- yeah. I can't answer</p> <p>25 that for sure. That's why I think it's a question</p>
<p style="text-align: right;">Page 175</p> <p>1 names on one formulary versus another?</p> <p>2 MR. FULLER: Objection. Lacks</p> <p>3 foundation. Calls for speculation. It's also</p> <p>4 outside the scope.</p> <p>5 Q You can answer.</p> <p>6 A The essential drug list was a bit more</p> <p>7 limited, but I would not be able to -- I would have</p> <p>8 to refer you back to the PBM for a full comparison.</p> <p>9 Q So you don't know whether there are</p> <p>10 more brand name drugs on one versus the other?</p> <p>11 A I do not.</p> <p>12 Q Same goes for special medications, you</p> <p>13 don't know?</p> <p>14 A Specialty medications are just another</p> <p>15 category of prescriptions but, you know, that would</p> <p>16 be for comparing any differences between the</p> <p>17 national drug list and the essential drug list.</p> <p>18 That would be a question back to the PBM.</p> <p>19 Q So I was just asking if one formulary</p> <p>20 covered more specialty medications or not or whether</p> <p>21 Anthem knows that. Does Anthem have knowledge to</p> <p>22 that?</p> <p>23 A No.</p> <p>24 Q Does a drug's placement on either</p> <p>25 formulary affect the price that a plan would pay?</p>	<p style="text-align: right;">Page 177</p> <p>1 for the PBM.</p> <p>2 Q Let's talk a little bit generally</p> <p>3 about development of the essential drugs list.</p> <p>4 Actually, can we go ahead and pull up -- I think we</p> <p>5 are going to skip Exhibit 6, so let's go to</p> <p>6 Exhibit 7. After we go through this, I think we can</p> <p>7 take a short little five minute break and then maybe</p> <p>8 get into the home stretch, I hope. We'll see.</p> <p>9 So I just want to -- first of all, can you</p> <p>10 tell me what this is?</p> <p>11 A This is the essential drug list for</p> <p>12 four tier drug program.</p> <p>13 MR. DORNER: Just if we can keep</p> <p>14 scrolling down, please. Scroll the pages slowly,</p> <p>15 Keith. Another one. Let's do another one. One</p> <p>16 more. All right. I lied. One more. Sorry to keep</p> <p>17 going. Here we go. Okay.</p> <p>18 Q So down at the bottom right it appears</p> <p>19 that this would have gone into effect on April 1 of</p> <p>20 2018. Would you agree?</p> <p>21 A Yes.</p> <p>22 Q Do you know whether this -- I think</p> <p>23 you testified that Anthem switched to the essential</p> <p>24 list in at least by 2017. This was MADA's formulary</p> <p>25 for I guess 2018, right?</p>

<p style="text-align: right;">Page 178</p> <p>1 A It made a switch to the essential list</p> <p>2 in March of 2017.</p> <p>3 Q Okay. So first off, I guess I'd like</p> <p>4 to talk about this P & T committee we talked about a</p> <p>5 little bit that prepared the essential drug list</p> <p>6 that we are seeing here in Exhibit 7. What type of</p> <p>7 essentials are on this committee?</p> <p>8 MR. FULLER: Going to make an</p> <p>9 objection. Lacks foundation. Calls for</p> <p>10 speculation.</p> <p>11 Q You can answer if you know.</p> <p>12 A They are clinical professionals. I</p> <p>13 believe that can be -- I recall when you had pulled</p> <p>14 up the certificate of coverage or evidence of</p> <p>15 coverage document that it was called out, I think,</p> <p>16 that it was made up -- that the pharmacy and</p> <p>17 therapeutics committee was made of clinicians,</p> <p>18 physicians, et cetera.</p> <p>19 Q Okay. How often do they meet?</p> <p>20 MR. FULLER: Same objection. What</p> <p>21 topic does this relate to in our depo notice?</p> <p>22 MR. DORNER: Thirty-four.</p> <p>23 Q You can answer the question.</p> <p>24 A I don't know specifically how often</p> <p>25 they meet.</p>	<p style="text-align: right;">Page 180</p> <p>1 MR. FULLER: Objection. Lacks</p> <p>2 foundation. Calls for speculation.</p> <p>3 Q You could answer.</p> <p>4 A I mean, we preferred to go back to</p> <p>5 controlling our own PBM or having -- you know, once</p> <p>6 upon a time before I would rather restate that, all</p> <p>7 right.</p> <p>8 Q Sure.</p> <p>9 A Prior to Express Scripts we had Anthem</p> <p>10 prescription management. A decision was made at the</p> <p>11 time to sell Anthem prescription management. We at</p> <p>12 that point decided to work with Express Scripts and</p> <p>13 then at some point further along Ingenio was</p> <p>14 created, and that is who we used to. That's who</p> <p>15 Anthem uses as their pharmacy benefit manager today.</p> <p>16 Q Does Anthem have any information about</p> <p>17 how the switchover affected claims data that Anthem</p> <p>18 received regarding prescription drugs?</p> <p>19 A I guess I don't know. Could you</p> <p>20 repeat that, please?</p> <p>21 Q Yeah. And I don't think it was a very</p> <p>22 good question, so let me try to ask that again.</p> <p>23 When Anthem changed PBMs, did that effect the claims</p> <p>24 data that Anthem would receive relating to</p> <p>25 prescription drugs?</p>
<p style="text-align: right;">Page 179</p> <p>1 Q Does Anthem have any understanding of</p> <p>2 what materials the P&T committee consults when they</p> <p>3 meet?</p> <p>4 MR. FULLER: Same objection.</p> <p>5 A I believe that's a question for the</p> <p>6 PBM.</p> <p>7 Q Does Anthem have any knowledge,</p> <p>8 though?</p> <p>9 A I expect here that there is some</p> <p>10 knowledge. I am not able to speak to that.</p> <p>11 Q And so if I were to ask about any</p> <p>12 published materials or warranties or statements or</p> <p>13 FDA filing that might exist out there, is it</p> <p>14 accurate to say you wouldn't be able to speak to</p> <p>15 whether or not the P&T committee relied on those in</p> <p>16 forming Exhibit 7; is that accurate?</p> <p>17 A I would once again refer you back to</p> <p>18 the PBM.</p> <p>19 Q I understand you're referring me</p> <p>20 there, but I want to know whether or not it's</p> <p>21 accurate what I said. You don't know on behalf of</p> <p>22 Anthem whether or not any of those materials were</p> <p>23 consulted?</p> <p>24 A I do not know on behalf of Anthem.</p> <p>25 Q Why did Anthem change PBMs?</p>	<p style="text-align: right;">Page 181</p> <p>1 A Not to my knowledge. I mean, we</p> <p>2 continued to pay those Express Scripts claims and</p> <p>3 we've picked up paying Ingenio claims or, you know,</p> <p>4 receiving those files, you know, and members didn't</p> <p>5 miss a beat in between.</p> <p>6 Q What about internally in terms of</p> <p>7 claims data -- claims tracking, you know; the sort</p> <p>8 of data that was tracked and used within Anthem, did</p> <p>9 that change at all when you made the switch?</p> <p>10 A Considering that we went to the</p> <p>11 billing platform to our ASO customers that were on</p> <p>12 today in 2018, we proceeded to continue to bill MADA</p> <p>13 in the same way when that transition happened in</p> <p>14 July of 2019.</p> <p>15 Q Okay. So there was a billing platform</p> <p>16 change in '18 and then when the switch happened in</p> <p>17 '19, Anthem just stayed with it?</p> <p>18 A Correct.</p> <p>19 Q Okay. I understand. What was the</p> <p>20 billing platform change, can you tell me a little</p> <p>21 bit about that?</p> <p>22 A We went to a system that we now call</p> <p>23 RNB and I can't recall what the system prior to that</p> <p>24 was called, but we saw it as -- I think we saw it as</p> <p>25 a more efficient way to remit our weekly bills to</p>

<p style="text-align: right;">Page 182</p> <p>1 our customers.</p> <p>2 Q Is RNB -- and this is just for</p> <p>3 background, is RNB something that might be known to</p> <p>4 merchandisers in the pharmaceutical industry,</p> <p>5 because I certainly have never heard of it.</p> <p>6 A RNB is our billing system that we use</p> <p>7 to our ASO customers, so I don't -- that's an Anthem</p> <p>8 system.</p> <p>9 Q It's proprietary to Anthem?</p> <p>10 A I don't know if we've purchased it or</p> <p>11 if we home-grew it. It's what I know it as is RNB.</p> <p>12 I don't know what RNB stands for.</p> <p>13 Q Okay. Understood. All right. Can we</p> <p>14 limit it to five -- and then I've got about 15 pages</p> <p>15 left on this outline -- 14 pages left. Can we limit</p> <p>16 it to five minutes?</p> <p>17 MR. FULLER: Yes.</p> <p>18 THE VIDEOGRAPHER: We are going off</p> <p>19 the record. The time is 4:41. Stand by.</p> <p>20 (Off the record.)</p> <p>21 THE VIDEOGRAPHER: We are back on the</p> <p>22 video record. This begins Media Unit No. 5. The</p> <p>23 time is 4:52.</p> <p>24 BY MR. DORNER:</p> <p>25 Q Okay. I want to talk a little bit</p>	<p style="text-align: right;">Page 184</p> <p>1 earlier was that what Anthem receives is an</p> <p>2 aggregate number of any rebates. It's not specific</p> <p>3 to what those rebates refer to.</p> <p>4 Q Yeah, I do remember that conversation.</p> <p>5 When it comes to something that -- and I realize I</p> <p>6 am asking about something like a PBM may have</p> <p>7 received and so maybe Anthem has no knowledge. I</p> <p>8 don't know, but when it comes to rebates or credits</p> <p>9 that a PBM has received, does Anthem have any</p> <p>10 knowledge with respect to that whether it's</p> <p>11 aggregated or not?</p> <p>12 A I don't see how Anthem Maine could.</p> <p>13 MR. DORNER: Okay. Can we pull up</p> <p>14 Exhibit 8, please.</p> <p>15 Q All right. These are documents that</p> <p>16 were just produced to us this week. Are you</p> <p>17 familiar with invoices that Anthem sends to MADA?</p> <p>18 A Yes. This looks like an older</p> <p>19 invoice, but I am familiar with them.</p> <p>20 Q And can you tell that by the</p> <p>21 formatting of the document?</p> <p>22 A By the formatting and the date.</p> <p>23 Q The date is on there too? I want to</p> <p>24 ask you about some elements of some invoices we</p> <p>25 received and I hope you can educate us as to what</p>
<p style="text-align: right;">Page 183</p> <p>1 about rebates, incentives and credits related to</p> <p>2 valsartan and blood pressure medications.</p> <p>3 The first question I have, Ms. Cobb, is from</p> <p>4 2012 to 2020, did Anthem -- not its PBM, not MADA --</p> <p>5 did Anthem ever receive a rebate from any source that</p> <p>6 was either based on valsartan or blood pressure</p> <p>7 medication?</p> <p>8 A I think that originates with the PBM,</p> <p>9 but I'm not able to answer that.</p> <p>10 Q And I want to make sure my question</p> <p>11 was clear. So I am talking about, you know,</p> <p>12 something of value whether it's a rebate, a credit,</p> <p>13 something else that's worth something going into</p> <p>14 Anthem's pocket.</p> <p>15 So I want to know what Anthem has received.</p> <p>16 Regardless of where it originates, has Anthem ever</p> <p>17 received anything of value in connection with a claim</p> <p>18 for valsartan or a claim for a different blood</p> <p>19 pressure medication?</p> <p>20 A I don't know.</p> <p>21 Q Does Anthem have any knowledge</p> <p>22 regarding rebates or other things of value that any</p> <p>23 of PBMs have received in connection with claims or</p> <p>24 purchases of valsartan from 2012 to 2020?</p> <p>25 A You know, the conversation we had</p>	<p style="text-align: right;">Page 185</p> <p>1 they really mean. So first thing on this page</p> <p>2 you'll see a line item for claims. Do you see that?</p> <p>3 A Yes, I do.</p> <p>4 Q And that's in the amount of \$211,790</p> <p>5 and some change. When Anthem bills MADA for claims</p> <p>6 or when it billed MADA for claims in this instance,</p> <p>7 does Anthem produce the claims data to MADA to</p> <p>8 support those charges?</p> <p>9 A Yeah. I believe at that time -- and I</p> <p>10 don't have access to this old system, but I know</p> <p>11 that there was, for all of our ASO customers as</p> <p>12 accompanying backup, if you will, as to what that</p> <p>13 amount would represent.</p> <p>14 Q And how granular would that backup get</p> <p>15 in terms of detail?</p> <p>16 A I would expect that it would only have</p> <p>17 gotten as granular as it is today, which is</p> <p>18 identifying, you know, a member name, the date of</p> <p>19 the claim when the claim was paid and the amount and</p> <p>20 whether it was medical or pharmacy.</p> <p>21 Q Okay, but not the specific coverage</p> <p>22 whether it was a certain prescription?</p> <p>23 A Correct.</p> <p>24 MR. DORNER: Ms. Dawkins, could you</p> <p>25 just read back the answer before the last one, the</p>

<p style="text-align: right;">Page 186</p> <p>1 longer answer?</p> <p>2 (The previous answer as requested was</p> <p>3 read by the reporter.)</p> <p>4 Q That answer that Ms. Dawkins just read</p> <p>5 back for us, you had mentioned the amount</p> <p>6 specifically. What amounts are you referring to?</p> <p>7 A The amount of the MADA claim, the</p> <p>8 amount that MADA would be responsible for.</p> <p>9 Q Which could be different than the paid</p> <p>10 claim, right?</p> <p>11 A Yeah. I mean, the claim in total</p> <p>12 would be one amount, so the allowed amount, if you</p> <p>13 will. There would likely be a member portion, the</p> <p>14 amount the employee would pay, and then there is the</p> <p>15 portion which MADA pays.</p> <p>16 Q Understood. And there wouldn't be any</p> <p>17 further breakdown with respect to fees that are</p> <p>18 included in that, I guess what makes up those</p> <p>19 various amounts?</p> <p>20 A No. No. We would reflect to them the</p> <p>21 amount they are responsible for.</p> <p>22 Q Okay. The next line item down is</p> <p>23 utilization fee-PPO. Could you explain what that</p> <p>24 is?</p> <p>25 A I did reach out on that question</p>	<p style="text-align: right;">Page 188</p> <p>1 Blue Cross association.</p> <p>2 So, I don't know if at that time back in 2015</p> <p>3 on this claims platform if those blue card fees were</p> <p>4 translated as utilization fees.</p> <p>5 Q Okay. Would those utilization fees --</p> <p>6 and we will look at examples of these a little bit</p> <p>7 later, but since we are on the subject now, you</p> <p>8 recall those reports that you had run, the three</p> <p>9 reports?</p> <p>10 A Mm-hmm.</p> <p>11 Q Okay.</p> <p>12 MR. FULLER: Is that a "yes"?</p> <p>13 THE WITNESS: Yes.</p> <p>14 MR. DORNER: "Yes." Thank you as</p> <p>15 well, counsel.</p> <p>16 Q Would this utilization fee be folded</p> <p>17 into what showed as what the plan paid in that</p> <p>18 claims data?</p> <p>19 A Well, based upon my research, there</p> <p>20 was no mention of anything pharmacy-related in</p> <p>21 relation to the utilization fee with who I consulted</p> <p>22 with.</p> <p>23 Q Oh, so that only pertains to medical?</p> <p>24 A Correct.</p> <p>25 Q Maybe I should have asked that</p>
<p style="text-align: right;">Page 187</p> <p>1 because I had seen this and I reached out to someone</p> <p>2 in our -- Eric Cappa (ph) in our billing area, and</p> <p>3 his read on that is that was a fee that was charged</p> <p>4 on national claims.</p> <p>5 Q What's a national claim?</p> <p>6 A Something -- it was something from our</p> <p>7 national claims so that when we -- I'd love to have</p> <p>8 his explanation in front of me, but I don't, but it</p> <p>9 was -- you know, it was a fee that was associated</p> <p>10 with the processing of a certain group of claims.</p> <p>11 Q And I know from reading documents --</p> <p>12 and I just want to see if maybe we can work together</p> <p>13 to get to an answer here -- I notice that there were</p> <p>14 certain programs that Anthem has, say, if a member</p> <p>15 from Maine happens to be traveling to Wisconsin and</p> <p>16 needs to make a claim there, Blue Cross of Wisconsin</p> <p>17 would recognize the claim by the Blue Cross of Maine</p> <p>18 member.</p> <p>19 Does that have anything to do with what a</p> <p>20 national claim is?</p> <p>21 A Those are, yeah. Those are blue card</p> <p>22 fees or blue card claims, so we have reciprocity</p> <p>23 across the blue system. So it may be Blue Cross and</p> <p>24 Blue Shield of Massachusetts, which is not an Anthem</p> <p>25 state, but we have agreements across the national</p>	<p style="text-align: right;">Page 189</p> <p>1 question first. There is another item on here,</p> <p>2 other provider payments. Let me learn from my own</p> <p>3 mistakes.</p> <p>4 Does this relate in any way to the</p> <p>5 prescription or pharmacy side of things?</p> <p>6 A It does not.</p> <p>7 Q Okay. Is it only for medical?</p> <p>8 A Yes.</p> <p>9 MR. DORNER: Can we go to page, let's</p> <p>10 see -- well, actually, can we put 1965 and 1966 next</p> <p>11 to one another.</p> <p>12 Q So you may remember from earlier today</p> <p>13 I had referred to an antitrust case. This is why I</p> <p>14 did that. I knew this was coming. The page ending</p> <p>15 in 1966 appears to be a letter to MADA informing</p> <p>16 MADA that there is a payout in connection to MADA in</p> <p>17 connection with an antitrust case and a settlement</p> <p>18 in connection with an antitrust case, and it looks</p> <p>19 like on page 1965 that was in the amount of 81</p> <p>20 dollars -- and I think that's 15 cents. Do you see</p> <p>21 what I am referring to?</p> <p>22 A Yes, I do.</p> <p>23 Q And is my read of the situation, is</p> <p>24 that accurate?</p> <p>25 A Yes. That settlement was for that</p>

<p style="text-align: right;">Page 190</p> <p>1 period of time.</p> <p>2 Q Okay. Are there currently -- is there</p> <p>3 currently anything going on, a settlement or pursuit</p> <p>4 of a settlement like this with respect to valsartan?</p> <p>5 A I believe that's a question for the</p> <p>6 PBM.</p> <p>7 Q And why is that?</p> <p>8 A Those are items which are left to our</p> <p>9 PBMs, our PBM to determine.</p> <p>10 Q And so it was the pharmacy benefits</p> <p>11 manager at the time, I guess that would have been</p> <p>12 Express Scripts, had the authority, I guess, to</p> <p>13 settle this case on behalf of Anthem and collect</p> <p>14 whatever money was collected; is that accurate?</p> <p>15 A Well, this is before 2012.</p> <p>16 Q This is 2015 -- oh, I see what you</p> <p>17 mean.</p> <p>18 A Yes.</p> <p>19 Q Okay. So this would have been the</p> <p>20 APM?</p> <p>21 A Yeah. I can't remember if we moved to</p> <p>22 Express Scripts in 2010 or 2011, but I would say</p> <p>23 that the majority of time they're looking at this</p> <p>24 particular settlement would be under the APM header.</p> <p>25 Q Okay. And so is it accurate to say</p>	<p style="text-align: right;">Page 192</p> <p>1 said, "We don't handle this."</p> <p>2 Unfortunately, I don't have a realtime to look</p> <p>3 at everything that's been said, but I am asking</p> <p>4 specifically about Anthem's knowledge with respect to</p> <p>5 any plans, whether it's by Anthem or by the PBM, to</p> <p>6 pursue a similar settlement with respect to valsartan</p> <p>7 as we see here in Exhibit 8.</p> <p>8 MR. FULLER: Same objection.</p> <p>9 A I can't speak if we have any</p> <p>10 knowledge.</p> <p>11 Q Okay. You don't know?</p> <p>12 A I do not know.</p> <p>13 MR. DORNER: All right. Can we go to</p> <p>14 page 1973.</p> <p>15 Q All right. This is an invoice dated</p> <p>16 2017. We've already discussed claims and it appears</p> <p>17 there is another settlement there for another</p> <p>18 litigation; is that accurate?</p> <p>19 A Can you blow that up?</p> <p>20 Q Sure. Yes. Can you blow up the line</p> <p>21 items, please.</p> <p>22 A The "SETTL" would suggest to me that</p> <p>23 it is some type of settlement.</p> <p>24 Q What are HCRA surcharges?</p> <p>25 A I believe those are to do with some</p>
<p style="text-align: right;">Page 191</p> <p>1 that Anthem has no knowledge of any intention to</p> <p>2 attempt to recover funds such as this in connection</p> <p>3 with valsartan?</p> <p>4 MR. FULLER: Objection. Lacks</p> <p>5 foundation. Calls for speculation. Calls for a</p> <p>6 legal conclusion.</p> <p>7 Q You can answer.</p> <p>8 A Those are determined by the PBM.</p> <p>9 Q So Anthem has no knowledge of anything</p> <p>10 like that?</p> <p>11 A Anthem of Maine does not handle this.</p> <p>12 Q But does it have any knowledge of any</p> <p>13 proceedings or plans to pursue similar to what we</p> <p>14 see in Exhibit 8?</p> <p>15 MR. FULLER: Asked and answered.</p> <p>16 Q Would you mind, Ms. Cobb?</p> <p>17 THE WITNESS: I'm sorry, Chad. What</p> <p>18 was that?</p> <p>19 MR. FULLER: I said the question was</p> <p>20 asked and answered.</p> <p>21 Q You could answer.</p> <p>22 A I believe I have.</p> <p>23 Q Well, I'm asking if Anthem has</p> <p>24 knowledge. You haven't testified whether Anthem has</p> <p>25 any knowledge. You just referred me to a PBM and</p>	<p style="text-align: right;">Page 193</p> <p>1 ACA, Affordable Care Act surcharges.</p> <p>2 Q Would those relate in any way to</p> <p>3 prescription drug claims?</p> <p>4 A I don't believe so.</p> <p>5 Q Can we go to the next page? So, I see</p> <p>6 a lot of charges for vaccines, but the first one I</p> <p>7 want to ask about is COR refunds. What's that</p> <p>8 relate to?</p> <p>9 A I would have to -- that would be an</p> <p>10 answer for our accounting area.</p> <p>11 Q Okay. And I apologize. I got these</p> <p>12 this week or it might have been late last week and</p> <p>13 so I'm trying to ask as few questions as possible.</p> <p>14 I am just trying to confirm the terminology here.</p> <p>15 What about OPP kick-out, are you able to speak</p> <p>16 to what that represents?</p> <p>17 A I can't. I don't know.</p> <p>18 Q Can we go to page 1975. Now, you had</p> <p>19 mentioned when we first started looking at this</p> <p>20 exhibit that the first page looked to be an old</p> <p>21 invoice. Is this the newer kind?</p> <p>22 A Yes, this would be from our newer</p> <p>23 platform that came online in March of 2018.</p> <p>24 Q This is the RNB platform?</p> <p>25 A Yes.</p>

<p style="text-align: right;">Page 194</p> <p>1 Q And it looks like here for the first 2 time the dental, medical and pharmacy claims are 3 segmented. In the invoices we have been looking at 4 prior to this one I think you had testified the back 5 up that was provided with those would have 6 differentiated between pharmacy, dental and medical. 7 Is that accurate? 8 A Yes. 9 Q Okay. So all three kinds were 10 included within the claims line item in those old 11 invoices, right? 12 A Yes. 13 Q Okay. Okay. Can you tell me on this 14 invoice what a discount/network access fee is? 15 A Sure. They pay -- they pay Anthem -- 16 and this is in regard to medical, by the way, so 17 this isn't a pharmacy-related charge. So are you 18 still curious? 19 Q Yeah, why not? We are already halfway 20 there. 21 A It is a medical related charge that 22 Anthem pays a certain access fee to access our 23 network and derives a higher percentage of discounts 24 as a result of that access fee. 25 Q That has nothing to do with the</p>	<p style="text-align: right;">Page 196</p> <p>1 we said that. 2 A Yes. 3 Q Could this be an instance of some of 4 that recovery, like a claim recovery work? 5 A Possibly. 6 Q Okay. All right. Is there any way to 7 go back and actually look into what those credits 8 would be? 9 MR. FULLER: I am going to make an 10 objection. I don't think we are going to do anymore 11 homework, but objection. This document speaks for 12 itself. I don't know. 13 MR. DORNER: The objection is to the 14 form of the question or I don't understand your 15 objection. 16 MR. FULLER: I don't know. You've 17 given her homework. Does she have -- is this like 18 she's got something to go back and do? That's what 19 I am objecting to. 20 MR. DORNER: That's not an objection 21 and we can talk about that afterward. 22 MR. FULLER: All right. 23 Q So this ESI credit -- let me ask a 24 different way. Was there any backup that would have 25 been provided with this invoice as to what this</p>
<p style="text-align: right;">Page 195</p> <p>1 in-network pharmacies, though? 2 A No, that is a medical-related. 3 Q Okay. I also notice there is -- 4 strike that. 5 MR. DORNER: Can we move to the next 6 page here. 7 Q Okay. On this page I'm interested in 8 the state surcharges and fees that are sort of in 9 the middle of the page. This is page MADA 001976. 10 Could you speak to what those line items represent? 11 A Sure. The state of Maine in 12 particular as well as New Hampshire, assesses a fee 13 for vaccines that -- for child vaccines that are 14 administered in provider offices. So this is 15 medical-related. It's not pharmacy-related. 16 Q Okay. What about up above that I have 17 something for -- and this is under the pharmacy 18 section. I checked. ESI credits, what are those? 19 A So that would have been a credit back 20 in fact from ESI for that period of time, you know, 21 that \$136.89 would have been for something that 22 would have been a negative that we would report back 23 to MADA. 24 Q And I believe we clarified this 25 earlier, so ESI refers to Express Scripts? I think</p>	<p style="text-align: right;">Page 197</p> <p>1 credit is for? 2 A Well, considering that, you know, we 3 have pharmacy claims for that week of 136 dollars 4 and change, I would anticipate that that 136.89 5 would appear on the detail report, but there would 6 not be -- but that detail report, you know, speaking 7 to that detail report, that only would identify that 8 it was a pharmacy claim. It would not identify the 9 specific drug that was filled or that a recovery was 10 made on. 11 Q Okay. And so are details behind the 12 ESI credits, are those ever provided even if they 13 don't get to MADA, are those details ever given to 14 Anthem? 15 A They would have to be requested. 16 Q Do you have an idea if Anthem would 17 have made a request for that information in the case 18 of this invoice? 19 A I would not have an idea if we did. 20 Q Okay. Can we go to the next page, 21 please. So up here I want to refer you to the top 22 section, retention fees and administrative fees. I 23 notice that the medical fees are considerably higher 24 and the dental are considerably higher than the 25 pharmacy. Can you offer an explanation why that is?</p>

<p style="text-align: right;">Page 198</p> <p>1 A I really can't offer an explanation</p> <p>2 with just this invoice without any further backup.</p> <p>3 Q Do you have -- does Anthem have an</p> <p>4 idea what the administrative fees for the pharmacy</p> <p>5 would have been covering?</p> <p>6 MR. FULLER: Objection. Asked and</p> <p>7 answered.</p> <p>8 Q You can answer.</p> <p>9 A I mean, it is for a one week period of</p> <p>10 time so, you know, first week of February. Without</p> <p>11 any backup I can't answer that specifically.</p> <p>12 Q Okay. Is it possible that these are,</p> <p>13 I think you called them PCPM charges or would those</p> <p>14 be something different?</p> <p>15 A I don't know. Like I said, I could</p> <p>16 only really speak to them with additional back up.</p> <p>17 Q As we go down into the claim charges</p> <p>18 section there is something -- there is a refund</p> <p>19 claims and then it says Aces or A-C-E-S, C-O-R-S.</p> <p>20 What is that referring to?</p> <p>21 A Aces is a claims platform that Anthem</p> <p>22 at that time processed claims on. The C-O-R-S,</p> <p>23 again, I would need to ask someone in our accounting</p> <p>24 area specifically what that was.</p> <p>25 Q Is it possible to ascertain whether</p>	<p style="text-align: right;">Page 200</p> <p>1 to start sharing its rebates with MADA?</p> <p>2 A Right. And I believe we looked at</p> <p>3 that earlier and that started I believe as of 3/1 of</p> <p>4 2018.</p> <p>5 Q Okay. Okay. There wasn't any switch</p> <p>6 of that time where MADA was going from fully insured</p> <p>7 to self insured, right?</p> <p>8 A No, there was not.</p> <p>9 Q Is it possible to tell either --</p> <p>10 certainly not looking at this, but would there be</p> <p>11 any backup for this rebate credit that would</p> <p>12 indicate what pharmacy medications are included in</p> <p>13 it or what make up the rebate credit?</p> <p>14 A No.</p> <p>15 Q Do you know?</p> <p>16 A Anthem is informed by the respective</p> <p>17 PBM what the rebates would total to and we pass that</p> <p>18 rebate along to the customer.</p> <p>19 Q Okay. And so the PBM would have</p> <p>20 calculated the rebate, not Anthem?</p> <p>21 A Correct.</p> <p>22 MR. DORNER: Can we remove this call</p> <p>23 out and let's go to 1979, please.</p> <p>24 Q All right. On this page I wanted to</p> <p>25 ask you about the three prescription fees up in the</p>
<p style="text-align: right;">Page 199</p> <p>1 this relates to pharmacy claims?</p> <p>2 A It is -- from this it is not possible</p> <p>3 to ascertain that.</p> <p>4 Q Okay. Can we remove this call out,</p> <p>5 please. He now I believe in all of the invoices</p> <p>6 that we've looked at so far I believe this is the</p> <p>7 first time that a pharmacy rebate shows up in this</p> <p>8 Exhibit.</p> <p>9 Was there a change in the contract between</p> <p>10 Anthem and MADA that prompted a sharing of rebates I</p> <p>11 guess it would be for the invoices dated February 11,</p> <p>12 2019?</p> <p>13 A So if you pull that up, the pharmacy</p> <p>14 rebate that's given there refers to 2/2 of 2018. So</p> <p>15 where rebates -- where we started sharing rebates</p> <p>16 with MADA as of their renewal date in 2018 this is</p> <p>17 reflecting -- the rebate credits passed over to them</p> <p>18 on a quarterly basis and there is a lag time of</p> <p>19 approximately six months before those rebate credits</p> <p>20 pass through. So this rebate credit is reflective</p> <p>21 that rebate payment for the second quarter of 2018.</p> <p>22 Q I see. Okay. And so when the -- for,</p> <p>23 I guess we would be starting the second quarter of</p> <p>24 2018 was there a contract change probably through</p> <p>25 one of the amendments that would have enabled Anthem</p>	<p style="text-align: right;">Page 201</p> <p>1 retention fees box. I see RX. I assume that stands</p> <p>2 for prescription; medication review note, RX</p> <p>3 quantity limits and RX step therapy. Let's take</p> <p>4 those one at a time. What is RX medication review</p> <p>5 note?</p> <p>6 A These are various fees that are</p> <p>7 charged by the PBM for the different efforts that</p> <p>8 they make on behalf of MADA, so they review --</p> <p>9 quantity limits and step therapy are the easiest</p> <p>10 ones for me to speak to. Medication review note,</p> <p>11 I'd have to refer specifically to what that is.</p> <p>12 Q That's fine. We can do the other two.</p> <p>13 That's fine.</p> <p>14 A Yeah. So quantity limits are</p> <p>15 reviewed. If a request that is different from what</p> <p>16 would normally be prescribed is requested and step</p> <p>17 therapy, if that's being requested, there is a fee</p> <p>18 assessed for step therapy review.</p> <p>19 Q Now, as far as I could tell this is</p> <p>20 the first time I have seen fees like this appear in</p> <p>21 any Anthem invoices to MADA. Was there a change to</p> <p>22 the benefit design around this time?</p> <p>23 A Well, the date of the invoice is</p> <p>24 November of '19 so, no, there wasn't.</p> <p>25 Q Were these activities, the step</p>

<p style="text-align: right;">Page 202</p> <p>1 therapy reviews, was that just not happening, 2 perhaps? 3 A They have -- I mean, those things are 4 referred to as clinical edits and MADA has had the 5 clinical edits in place for as long as I have known 6 them to. 7 Q Okay. So it's just for some reason it 8 was broken out for the first time in this invoice 9 but, MADA had always been paying those types of 10 fees, am I understanding right? 11 A We've been performing those functions 12 for them without looking specifically at all of 13 their renewal documents for that period. I wouldn't 14 really be able to answer specifically why you're 15 seeing it here for the first time. And also we 16 haven't looked at other -- for the purpose of this 17 meeting, we haven't looked at other invoices earlier 18 than this. 19 Q Okay. Can we go to page 1980, please. 20 I think this is the last page I am going to refer to 21 in this exhibit. All right. On this page I am 22 focused first on -- this is the claims charges and 23 credits, Medicare secondary payor line item. Does 24 that have anything to do with pharmacy claims? 25 A No, it wouldn't have anything to do</p>	<p style="text-align: right;">Page 204</p> <p>1 Q Okay. We'll call it MA-GERRA, then. 2 Our court reporter is having a great time with this. 3 So these MGARA assessments, is it a lump sum; is 4 there a little bit attached to each claim whether 5 it's medical, dental or pharmacy; how is it actually 6 calculated? 7 A I believe these assessments are done 8 on a per contract per month. 9 Q Okay. All right. I want to get in 10 now -- so do you want to keep going, get as far as 11 we can and then finish out? 12 MR. FULLER: I'd like to take a quick 13 break. I want to get a glass of water. Five 14 minutes? 15 MR. DORNER: Fine. 16 THE VIDEOGRAPHER: Going off the video 17 record. The time is 5:30. Stand by. We're off. 18 (Off the record.) 19 THE VIDEOGRAPHER: We are back on the 20 video record at 5:36. 21 BY MR. DORNER: 22 Q Okay. Ms. Cobb, when did Anthem first 23 learn about the recall of valsartan-containing 24 drugs? 25 A I believe that would be a question for</p>
<p style="text-align: right;">Page 203</p> <p>1 with pharmacy. 2 Q Okay. And can you just tell us how 3 you know that? 4 A Medicare secondary payer would be if, 5 you know, if as a secondary payer, Medicare has paid 6 first. So if a claim comes through as a pharmacy 7 claim, it would be in that claim -- that pharmacy 8 claims line two lines above that. 9 Q So this would have been for something 10 on the medical side? 11 A Correct. 12 Q Below that there is a state MGARA 13 assessment. I believe this is something unique to 14 the state of Maine, but could you describe what this 15 is? 16 A Yeah. That is MGARA and that is a 17 re-insurance pool that we all pay into so ASO 18 customers as well as fully insured. So we pay this 19 on behalf of -- Anthem pays this on behalf of our 20 fully insured customers, but ASO customers, it is 21 broken out as a second line item because it is a fee 22 to them. 23 Q So these -- you say MGARA is what what 24 you call it? 25 A We call it MA-GERRA.</p>	<p style="text-align: right;">Page 205</p> <p>1 the PBM or we would have to ask the PBM. 2 Q I'm not asking about when the PBM 3 first learned about the recall. I am asking when 4 Anthem learned of the recall. 5 A Anthem is informed of recalls shortly 6 after they happen. 7 Q Okay. Are you able to put a 8 particular time frame on it? 9 A I'm not. 10 Q How did Anthem come to know of the 11 recall? 12 A That's information that the PBM shares 13 back to Anthem as a plan. They do that with all 14 drugs that are recalled. We are basically kind of 15 sent an FYI. 16 Q From whoever your pharmacy benefits 17 manager is? 18 A Yes. 19 Q So at some point you received an FYI 20 from -- this would have been 2018, so I guess it 21 still would have been Express Scripts at that time, 22 yes? 23 A It would have been Express Scripts, 24 yes. 25 Q So Express Scripts informed Anthem of</p>

<p style="text-align: right;">Page 206</p> <p>1 the recall? Was that a yes?</p> <p>2 A Yes. Yes.</p> <p>3 Q No problem. So generally when there</p> <p>4 is a product recall that affects medications covered</p> <p>5 by an Anthem plan, what does Anthem do in response</p> <p>6 to the recall?</p> <p>7 MR. FULLER: Objection. Vague.</p> <p>8 Q You can answer.</p> <p>9 A Anthem doesn't do anything, because we</p> <p>10 leave pharmacy matters to the PBM.</p> <p>11 Q Okay. Would it be accurate to say,</p> <p>12 then, that other than -- doing nothing is Anthem's</p> <p>13 usual policy when it comes to doing product recalls?</p> <p>14 A Because we equip or because we</p> <p>15 contract with a PBM, then it is placed upon the PBM,</p> <p>16 the responsibility of contact.</p> <p>17 Q Did you say contact or conduct?</p> <p>18 A Contact.</p> <p>19 Q Contact with whom?</p> <p>20 A They contact Anthem.</p> <p>21 Q Understood. Okay. So once Anthem is</p> <p>22 contacted by the pharmacy benefits manager, does it</p> <p>23 take any actions for itself regarding or as a result</p> <p>24 of the recall?</p> <p>25 A Anthem Maine does not take any actions</p>	<p style="text-align: right;">Page 208</p> <p>1 Q Who actually is it done by, a letter</p> <p>2 or an email; how is the notification sent out?</p> <p>3 A Those are done by letter.</p> <p>4 Q Okay. And who actually, you know,</p> <p>5 drafts and sends the letter.</p> <p>6 A So as preparation for this deposition,</p> <p>7 I did see one of those letters that were part of the</p> <p>8 exhibits and while that is branded with Anthem's</p> <p>9 imprint; you know, with Anthem's logo, et cetera,</p> <p>10 Anthem does that in order to keep continuity or keep</p> <p>11 familiarity in front of customers.</p> <p>12 So in the same way that members have one ID</p> <p>13 card that works at their doctor's office and at the</p> <p>14 pharmacy, they receive a letter that indicates</p> <p>15 Anthem, because they may not know otherwise where</p> <p>16 that information is even coming from.</p> <p>17 Q Okay, and I completely understand what</p> <p>18 you're saying. It makes sense. I may have missed</p> <p>19 this. Who actually, then -- even if it's on Anthem</p> <p>20 letterhead, who actually writes and sends that</p> <p>21 letter notification out?</p> <p>22 A That information is coming from the</p> <p>23 PBM. As to who exactly writes that letter, I don't</p> <p>24 know.</p> <p>25 Q Would it be the PBM or Anthem?</p>
<p style="text-align: right;">Page 207</p> <p>1 on their own.</p> <p>2 Q Since Anthem Maine doesn't take any</p> <p>3 actions on its own, would it be fair to say if a</p> <p>4 medication is recalled, Anthem does not recall any</p> <p>5 expenses in dealing with the recall?</p> <p>6 MR. FULLER: Objection. Misstates her</p> <p>7 testimony.</p> <p>8 Q You can answer.</p> <p>9 A Can you repeat the question?</p> <p>10 Q Sure. Can we read that question back?</p> <p>11 (The previous question as requested</p> <p>12 was read by the reporter.)</p> <p>13 MR. FULLER: Same objection.</p> <p>14 A I don't know what we do with any</p> <p>15 expenses with regard to the recall.</p> <p>16 Q Would Anthem have notified any plan</p> <p>17 sponsors of the recall?</p> <p>18 A I don't believe that is something that</p> <p>19 Anthem Maine does, that that's left to the PBM.</p> <p>20 Q Okay. Would it have notified any</p> <p>21 members of any of the health plans that it</p> <p>22 administers?</p> <p>23 A I believe that members are notified</p> <p>24 that information as to who specifically is taking a</p> <p>25 specific drug does come from the PBM.</p>	<p style="text-align: right;">Page 209</p> <p>1 A I believe that's the PBM.</p> <p>2 MR. DORNER: Okay. Just a question</p> <p>3 for Mr. Fuller and Ms. Sirota: The letter that she</p> <p>4 had referred to, do you happen to know if that's</p> <p>5 been produced or if it had a Bates number?</p> <p>6 MR. FULLER: Valerie?</p> <p>7 MS. SIROTA: The one we looked was</p> <p>8 from document production that we had --</p> <p>9 MR. FULLER: We can't hear you,</p> <p>10 Valerie.</p> <p>11 MR. DORNER: Yeah. Sorry.</p> <p>12 MS. SIROTA: I believe the letter that</p> <p>13 she looked at was part of the production.</p> <p>14 MR. DORNER: And was that part of</p> <p>15 Anthem's or different parties?</p> <p>16 MS. SIROTA: I believe it was</p> <p>17 Anthem's.</p> <p>18 MR. DORNER: Okay. I might email you</p> <p>19 just to get a Bates number on that, if you don't</p> <p>20 mind.</p> <p>21 MS. SIROTA: Yes, that's fine.</p> <p>22 Q Okay. Let's get back on track. Would</p> <p>23 Anthem have notified its pharmacy networks about the</p> <p>24 recall?</p> <p>25 A Anthem -- the pharmacy networks fall</p>

<p style="text-align: right;">Page 210</p> <p>1 under the PBM.</p> <p>2 Q So is that a "no"?</p> <p>3 A That would be a no.</p> <p>4 Q We've talked about plan sponsors,</p> <p>5 members and pharmacy networks -- excuse me.</p> <p>6 Specifically what about anyone else, would there</p> <p>7 have been any other notification sent by or on</p> <p>8 behalf of Anthem regarding the recall?</p> <p>9 A I don't believe so.</p> <p>10 Q Did Anthem ever recommend any</p> <p>11 alternative treatment options to anybody as a result</p> <p>12 of the recall?</p> <p>13 A I don't know. It seems, you know,</p> <p>14 with the knowledge that I have that, because it's</p> <p>15 pharmacy related, that that information again would</p> <p>16 come through the PBM.</p> <p>17 Q And when you say "that information,"</p> <p>18 are you referring to whether or not it happened or</p> <p>19 if it were to happen, the PBM would do it?</p> <p>20 A If it were to happen and alternatives</p> <p>21 were recommended, that the PBM would do it.</p> <p>22 Q Okay. Okay. And so along the same</p> <p>23 lines, did Anthem make any recommendations about</p> <p>24 whether members should consult a physician?</p> <p>25 A Again, I believe that's part of the</p>	<p style="text-align: right;">Page 212</p> <p>1 documents on the efficacy of the recall of</p> <p>2 valsartan?</p> <p>3 A That would be a question to the PBM.</p> <p>4 Q Okay. So is that a no?</p> <p>5 A The pharmacy that would have been a</p> <p>6 review of the pharmacy and therapeutics committee.</p> <p>7 Q So that's it, Anthem didn't review</p> <p>8 anything?</p> <p>9 A Correct.</p> <p>10 Q Is Anthem aware of any efforts by the</p> <p>11 P&T committee as to their conclusions about the</p> <p>12 therapeutic benefits of recalled valsartan?</p> <p>13 A I don't know if Anthem is aware of</p> <p>14 anything from the P&T committee.</p> <p>15 Q Did Anthem track adverse event</p> <p>16 reports -- strike. Let me did that a different way.</p> <p>17 Did Anthem receive any adverse event reports</p> <p>18 relating to recalled valsartan?</p> <p>19 A Not to my knowledge.</p> <p>20 Q Did Anthem track adverse event reports</p> <p>21 that might have been reported to other entities?</p> <p>22 A I don't know.</p> <p>23 Q Does Anthem consider the recalled</p> <p>24 valsartan to have been effective at treating</p> <p>25 hypertension even though it was recalled?</p>
<p style="text-align: right;">Page 211</p> <p>1 PBM's duty.</p> <p>2 Q Okay. So that's a "no"?</p> <p>3 A That's a "no."</p> <p>4 Q Did Anthem ever make any statements or</p> <p>5 recommendations about what consumers should do with</p> <p>6 recalled valsartan that might be in their</p> <p>7 possession?</p> <p>8 A I'll just start saying no, because</p> <p>9 it's PBM.</p> <p>10 Q And that's fine. These are intended</p> <p>11 to be quick thoughts. Did Anthem ever reach out to</p> <p>12 anybody? And by "anybody," I am referring to a</p> <p>13 manufacturer or pharmacy or the government for</p> <p>14 information about the recall.</p> <p>15 A No.</p> <p>16 Q To what extent, if any, did Anthem</p> <p>17 investigate the therapeutic benefits of the recalled</p> <p>18 valsartan?</p> <p>19 A Since prescriptions are left to our</p> <p>20 pharmacy and therapeutics committee, then that would</p> <p>21 be their charge.</p> <p>22 Q So Anthem --</p> <p>23 A So that's not --</p> <p>24 Q -- is not a party to -- okay. Good.</p> <p>25 Similar question. Did Anthem ever review any</p>	<p style="text-align: right;">Page 213</p> <p>1 MR. FULLER: I've got to throw the</p> <p>2 flag on the field at some point. Lacks foundation.</p> <p>3 Calls for speculation.</p> <p>4 Q You can answer.</p> <p>5 MR. FULLER: Can we just -- go ahead,</p> <p>6 Patty. Answer the question.</p> <p>7 A The answer is no.</p> <p>8 MR. FULLER: Oh. What a shock.</p> <p>9 MR. DORNER: Move to strike.</p> <p>10 Q Did Anthem ever do any investigation</p> <p>11 into what impurities actually existed in any of the</p> <p>12 recalled valsartan?</p> <p>13 A I'm not able to answer that. I would</p> <p>14 say no.</p> <p>15 Q Is Anthem aware of any investigation</p> <p>16 done by either its PBM or the P&T committee into</p> <p>17 whether or not any of the recalled valsartan was</p> <p>18 actually containing impurities?</p> <p>19 A I think a question like that would be</p> <p>20 best posed to the PBM.</p> <p>21 Q Well, I am asking about Anthem's</p> <p>22 knowledge, not the PBM's knowledge.</p> <p>23 A Anthem Maine would not have knowledge,</p> <p>24 specific knowledge.</p> <p>25 Q Did Anthem ever consider making an</p>

<p style="text-align: right;">Page 214</p> <p>1 adjustment to its formulary in considering the 2 recall?</p> <p>3 A Not that -- Anthem Maine does not 4 control specifically the formulary, so I would say 5 no.</p> <p>6 Q Let me ask it a different way, and I 7 will try and tailor these questions a different way, 8 then.</p> <p>9 Does Anthem have knowledge of the P&T 10 committee considering adjustments to the formulary as 11 a result of the recall?</p> <p>12 A I don't know.</p> <p>13 Q From, let's say, June of 2018 to the 14 present, has valsartan ever disappeared from the 15 formulary applicable to MADA's plans?</p> <p>16 A I would have to review the formulary.</p> <p>17 Q Did any members from MADA or any other 18 plan ever make any report or communication to Anthem 19 as to what they did with their recalled valsartan?</p> <p>20 A Not that I am aware of.</p> <p>21 Q And similarly, is Anthem aware of 22 whether any members continued to take valsartan 23 after it was recalled?</p> <p>24 A The only -- we would have to request a 25 report from the PBM.</p>	<p style="text-align: right;">Page 216</p> <p>1 MR. FULLER: Yeah, let's stay on the 2 record. Let's stay on the record so we can talk 3 about how what a colossal waste of so much of my 4 time of my witness as a third party is, sir, okay; 5 who has already testified very clearly as to what 6 the relationship that Anthem has with MADA and how 7 the PBM structure works and yet you continue to push 8 for these questions that have nothing to do with 9 this witness or these topics in your notice.</p> <p>10 MR. DORNER: Thank you. And I'll move 11 to strike all of that. There was nothing of value 12 in that statement.</p> <p>13 MR. FULLER: Move away. Wrap this 14 thing up, man.</p> <p>15 MR. DORNER: Can we go off the record, 16 please?</p> <p>17 THE VIDEOGRAPHER: Stand by. Going 18 off the video record. The time is 5:54. One 19 moment, please. We're off the record.</p> <p>20 (Off the record.)</p> <p>21 THE VIDEOGRAPHER: We are back on the 22 video record. This begins Media Volume No. 6. The 23 time is 5:56.</p> <p>24 BY MR. DORNER:</p> <p>25 Q All right. Ms. Cobb, we've</p>
<p style="text-align: right;">Page 215</p> <p>1 Q Okay. And I was going to ask you 2 that. Wouldn't it be possible to kind of figure 3 that out by looking at when a member got their most 4 recent fill of valsartan and then seeing when they 5 got their next fill of whatever medication they got, 6 wouldn't that allow one to make a conclusion about 7 whether the patient continued taking their 8 valsartan?</p> <p>9 A We'd only be able to do that with a 10 review of a claims report, and that would have to 11 come from PBM.</p> <p>12 Q And I understand that. Theoretically 13 that's a way one would be able to ascertain whether 14 someone would consider taking a medication, right?</p> <p>15 MR. FULLER: Objection. That's going 16 to call for a expert opinion. Outside the scope of 17 the depo. Who knows?</p> <p>18 MR. DORNER: Move to strike the last 19 comment.</p> <p>20 MR. FULLER: Go ahead and move to 21 strike. How many more ridiculous questions do we 22 have on this subject?</p> <p>23 MR. DORNER: Can we go off the record, 24 please? Actually, no. Let's stay on the record. 25 Go ahead, Chad.</p>	<p style="text-align: right;">Page 217</p> <p>1 discussed -- actually, we haven't. Has Anthem taken 2 part in any efforts to obtain refunds for any third 3 party payor in connection with the valsartan recall?</p> <p>4 A Not to my knowledge.</p> <p>5 Q How about any claims processing 6 changes?</p> <p>7 A Again, not to my knowledge.</p> <p>8 Q Has Anthem had any part in seeking 9 free or reduced substitute drugs to replace the 10 recalled valsartan?</p> <p>11 A No. That's the responsibility of the 12 PBM.</p> <p>13 Q All right. When was Anthem first 14 contacted by MADA or its counsel about the valsartan 15 recall?</p> <p>16 MR. FULLER: Objection. Asked and 17 answered.</p> <p>18 A Pardon?</p> <p>19 MR. FULLER: Asked and answered.</p> <p>20 Q You can answer.</p> <p>21 A December of 2018.</p> <p>22 Q Did you say '19 or '18?</p> <p>23 A '18, one-eight.</p> <p>24 Q Thank you. Was it in writing or 25 verbal?</p>

<p style="text-align: right;">Page 218</p> <p>1 A It was in writing.</p> <p>2 Q And who was contacted at Anthem?</p> <p>3 A I was.</p> <p>4 Q What did that communication say?</p> <p>5 A I don't have it here in front of me,</p> <p>6 but communication was an email from Tom Brown at</p> <p>7 Maine Auto Dealers Association.</p> <p>8 Q All right. And do you remember what</p> <p>9 Mr. Brown was looking for?</p> <p>10 A It was informing me of something that</p> <p>11 was going to be happening with regard to valsartan</p> <p>12 claims and that, you know, we would be requested</p> <p>13 judicial information.</p> <p>14 Q Okay. So what happened after that</p> <p>15 with respect to interactions between Anthem and</p> <p>16 either MADA or its counsel about the valsartan</p> <p>17 recall?</p> <p>18 A Sure. After that I received</p> <p>19 communication in an Matt Warner at Preti Flaherty</p> <p>20 asking me for claims information regarding</p> <p>21 valsartan.</p> <p>22 Q Okay. And what did you do following</p> <p>23 that?</p> <p>24 A I reached out to my contact who that,</p> <p>25 again, was, you know, 2018 into 2019. I reached out</p>	<p style="text-align: right;">Page 220</p> <p>1 I'm sorry I couldn't share it in advance. Can we go</p> <p>2 to MADA 946, please. All right. And this is an</p> <p>3 email. It appears to be from Mr. Warner who you</p> <p>4 mentioned to you CC'ing also Mr. Brown at MADA and</p> <p>5 it says, "Hi, Patty. Thanks for speaking just now."</p> <p>6 I realize this is quite some time ago. Do you</p> <p>7 have any recollection of this conversation</p> <p>8 whatsoever?</p> <p>9 A You know, I have kind of a vague</p> <p>10 recollection.</p> <p>11 Q Okay. Let me have it.</p> <p>12 A He had reached out to me that, you</p> <p>13 know, kind of reminding me about last spring and the</p> <p>14 request of this record and that now they were asking</p> <p>15 to pull the list for the time period that you see</p> <p>16 indicated there.</p> <p>17 Q Okay. So does the email accurately</p> <p>18 sum up what the telephone conversation was about?</p> <p>19 A To the best of my memory.</p> <p>20 Q Okay. There wasn't anything extra</p> <p>21 said on the phone that isn't covered in the email?</p> <p>22 That's what I'm getting at.</p> <p>23 A No.</p> <p>24 Q Okay. Did Mr. Warner or anybody with</p> <p>25 MADA ever explain why they only requested records of</p>
<p style="text-align: right;">Page 219</p> <p>1 to my contact Amy Drew who was the local pharmacy</p> <p>2 account manager and she proceeded to request that</p> <p>3 information from Express Scripts.</p> <p>4 Q Okay. Did Express Scripts provide all</p> <p>5 of the information that MADA requested?</p> <p>6 A Yes.</p> <p>7 Q All right. Now was that information</p> <p>8 that we were just talking about, is that all three</p> <p>9 of the reports that you had referenced earlier?</p> <p>10 A At least -- no. One of the reports is</p> <p>11 from a later time period. The reports were</p> <p>12 eventually modified, because additional information</p> <p>13 was requested as part of those reports.</p> <p>14 Q Okay. And I think we might have some</p> <p>15 back and forth about that. Can we get Exhibit 9,</p> <p>16 please.</p> <p>17 And while we are pulling that up, let me just</p> <p>18 ask a question: Other than claims data, has MADA or</p> <p>19 anyone counsel asked anything else of Anthem in</p> <p>20 connection with this valsartan case?</p> <p>21 A No.</p> <p>22 Q So this exhibit, it's actually a very</p> <p>23 big exhibit. I think it's over 1,000 thousand</p> <p>24 pages. I think we are looking at about three of</p> <p>25 them. This was produced, I believe, this week, so</p>	<p style="text-align: right;">Page 221</p> <p>1 all purchases through the trust from 2015 through</p> <p>2 the present at first?</p> <p>3 A I did not know. No, I didn't know the</p> <p>4 reason. I was fulfilling the request.</p> <p>5 Q And did he explain why they wanted to</p> <p>6 expand it 2012 through the end of 2014?</p> <p>7 A No, I was simply fulfilling a request.</p> <p>8 Q Okay. Let's go to page 955. And just</p> <p>9 referring again to the first email from Mr. Warner</p> <p>10 here, it refers to a sunset contract with Express</p> <p>11 Scripts. What is a sunset contract?</p> <p>12 A I would assume a sunset contract to be</p> <p>13 what Anthem would agree to for Express Scripts</p> <p>14 following through with, as we were no longer going</p> <p>15 to be a customer of theirs.</p> <p>16 Q Okay. So is it sort of like a</p> <p>17 wrapping up affairs sort of thing that may be -- I</p> <p>18 guess I don't have a better way to explain it. Was</p> <p>19 it just a contract how to wrap up any affairs</p> <p>20 between Express Scripts and Anthem?</p> <p>21 MR. FULLER: Objection. Calls for a</p> <p>22 legal conclusion.</p> <p>23 Q You can answer.</p> <p>24 A You know, back to the question here,</p> <p>25 "Would you be able to provide me a copy of your</p>

<p style="text-align: right;">Page 222</p> <p>1 sunset contract with Express Scripts?" I believe 2 that to be proprietary and confidential information. 3 Q Okay. Well, I'm just looking to find 4 out what a sunset contract is. 5 MR. FULLER: Asked and answered. 6 A You're asking for my interpretation? 7 Q Anthem's interpretation, yeah. And if 8 you can't give that, then yours is fine. 9 A My answer very generically, not having 10 a law degree, is how we're going to end this 11 relationship. 12 MR. DORNER: Okay. Could we go to 13 page 959, please. 14 THE VIDEOGRAPHER: It takes a moment 15 to get there with the size of this document. 16 MR. DORNER: It's okay. I think part 17 of what we see on 956 is what we want anyway. 18 Q I want to focus on the middle email 19 here, specifically the fourth bullet point. It 20 says, "We need to gather a list of purchases by 21 trust members of the medications listed on attached 22 plaintiff's fact sheet Exhibit A," which I'll 23 represent to you is Exhibit 1 of the deposition, 24 "between November 1, 2018 and present." Do you see 25 where I read that?</p>	<p style="text-align: right;">Page 224</p> <p>1 Q Could you spell that last name, 2 please? 3 A Ann, and the last name is A-J-A-Y-A, I 4 believe. 5 Q Can we pull up Exhibit 10. All right. 6 Have you seen this document before, Ms. Cobb? 7 A I'm pretty certain this is one that we 8 reviewed as part of the preparation. 9 Q Okay. So at the top it says it's 10 allegedly a list of purchases of recalled valsartan 11 products by MADA members from 2012 to the present. 12 There are no dates on here, right? 13 A No, I do not see any dates. 14 Q Okay. Can we put this either on top 15 of one another or side by side with Exhibit 11, 16 please? 17 THE VIDEOGRAPHER: Counsel, I can't do 18 that, since they are only Excel sheets. 19 MR. DORNER: Okay. I understand. 20 Let's see here. Can you scroll to the bottom, the 21 last row, please? All right. Close that and then 22 we can pull up 11. 23 A I will point out this contains 24 confidential information. 25 Q Yes. Understood, and certainly if</p>
<p style="text-align: right;">Page 223</p> <p>1 A Yes. 2 Q Was there ever any discussion between 3 Anthem and MADA or its counsel about why November 1, 4 2018 was the right date to use for these claims 5 data? 6 A Again, this is a request that would be 7 made by me that I would then proceed to fulfill. 8 Q And I understand and -- I'm sorry. Go 9 ahead. 10 A The dates are really irrelevant other 11 than they are part of the request. 12 Q Okay. So there wouldn't have been any 13 discussion as to why November 1, 2018 was the date 14 that MADA chose? 15 A No. 16 MR. DORNER: Okay. We can close this 17 exhibit. 18 Q So who all at Anthem has been involved 19 in providing any documents or information to MADA 20 for this lawsuit other than yourself? 21 A Anything that I have provided I have 22 requested from my PBM contacts. So, at first that 23 was Amy Drew. That was back in that 2018, 2019 time 24 frame, and more recently my request went out to 25 Brooke Johnston and Ann Ajaya.</p>	<p style="text-align: right;">Page 225</p> <p>1 there needs to be a confidentiality designation, we 2 can do that. My question is have you seen this 3 document before? 4 A Yes, I have. 5 Q Okay. What are we looking at here? 6 A This is the document that I requested 7 and received from my pharmacy contact based upon the 8 request I received. 9 Q Okay. So is this one of those three 10 reports you had mentioned? 11 A Yes. 12 Q Great. Now, do you know if there 13 is -- unfortunately we can't pull up 10 and 11 at 14 the same time, but I know you had reviewed both of 15 these documents. Do you know if there is any 16 relationship between Exhibit 10 and Exhibit 11? 17 A Well I'm not able to look at them side 18 by side, so I can't answer that definitively. 19 THE VIDEOGRAPHER: Counsel, give me a 20 moment. I am going to open them both up and we can 21 at least switch between the two. 22 MS. ZIMMERMAN: Drew, this is Sarah 23 Zimmerman. I'd just like to request under the 24 current order, I guess, now that the new order has 25 been entered, this would be considered restricted</p>

<p style="text-align: right;">Page 226</p> <p>1 confidential with PBM information due to the</p> <p>2 sensitive information and pricing contained therein.</p> <p>3 MR. DORNER: Understood.</p> <p>4 THE VIDEOGRAPHER: You should see both</p> <p>5 now: 10 here, 11 here.</p> <p>6 Q Okay, so we can kind of get a look at</p> <p>7 it. And my question was having reviewed both of</p> <p>8 these documents, are you able to discern any</p> <p>9 relationship between these two documents?</p> <p>10 A Both documents call out the</p> <p>11 manufacturer and the label name as well as --</p> <p>12 Q Let me ask you. Sorry. Sorry. Let</p> <p>13 me ask it a different way. Is Exhibit 11, which is</p> <p>14 on the lower part of your screen right now, do you</p> <p>15 know if that is the source for Exhibit 10?</p> <p>16 A I don't know who put together</p> <p>17 Exhibit 10.</p> <p>18 Q Okay.</p> <p>19 A So I am not able to answer that with</p> <p>20 certainty.</p> <p>21 Q Okay. All right. We can close those</p> <p>22 two exhibits.</p> <p>23 MS. QUINBY: This is Ellie. I'm going</p> <p>24 to ask that Exhibit 11 not be uploaded to the public</p> <p>25 repository.</p>	<p style="text-align: right;">Page 228</p> <p>1 whatever the last day was before this property was</p> <p>2 produced property was produced, right?</p> <p>3 A Correct.</p> <p>4 Q If we could look back at Exhibit 12</p> <p>5 quickly?</p> <p>6 MS. ZIMMERMAN: I would also ask that</p> <p>7 Exhibit 13 be marked restricted confidential. I</p> <p>8 can't see the full report, but I believe it contains</p> <p>9 sensitive information.</p> <p>10 THE VIDEOGRAPHER: Also not to be</p> <p>11 moved?</p> <p>12 MR. DORNER: When you say "moved," you</p> <p>13 mean on to the public?</p> <p>14 THE VIDEOGRAPHER: Yes, to the public.</p> <p>15 MR. DORNER: Got it. No objection to</p> <p>16 that.</p> <p>17 Q So I don't know if there is any</p> <p>18 relationship between Exhibit 12 and Exhibit 13,</p> <p>19 Ms. Cobb, but what I am hoping is you might be able</p> <p>20 to provide some insight. You will notice there are</p> <p>21 no dates on Exhibit 12. Do you see that?</p> <p>22 A Yes, I do see that.</p> <p>23 Q Could you think of any way where it</p> <p>24 might be possible to marry or pair the data</p> <p>25 presented in Exhibit 12 with what is in your report</p>
<p style="text-align: right;">Page 227</p> <p>1 THE VIDEOGRAPHER: My apologies. I</p> <p>2 will remove it now.</p> <p>3 MS. QUINBY: Thanks.</p> <p>4 Q And can we pull up 12? All right.</p> <p>5 Ms. Cobb, are you familiar with this document?</p> <p>6 A I have seen this previously.</p> <p>7 Q Okay. And do you happen to know --</p> <p>8 well, I guess it says at the top it's placement of</p> <p>9 products by MADA members. Do you know who put this</p> <p>10 document together?</p> <p>11 A I don't know for certain who put this</p> <p>12 document together.</p> <p>13 Q Okay. Are you aware of what the</p> <p>14 source of information underlying this document is?</p> <p>15 A I am aware of the report that I had</p> <p>16 run for this time period.</p> <p>17 Q Okay. Can we pull up Exhibit 13,</p> <p>18 please. So obviously there is a lot of information</p> <p>19 here. Are you able to discern, looking at this or</p> <p>20 we could scroll around, if you need, is this the</p> <p>21 report you were referring to for the time period</p> <p>22 reflected?</p> <p>23 A Yes.</p> <p>24 Q Okay. So this is also a report going</p> <p>25 from I guess it would be November 1 of 2018 through</p>	<p style="text-align: right;">Page 229</p> <p>1 shown in Exhibit 13?</p> <p>2 A I would expect that would probably</p> <p>3 only be accomplished through the subscriber ID</p> <p>4 number in that first column.</p> <p>5 Q Okay, are subscriber ID numbers, are</p> <p>6 they permanent for a member?</p> <p>7 A They did change as of March 1 of 2020</p> <p>8 for all MADA members.</p> <p>9 Q Okay. Would the -- assuming --</p> <p>10 actually, do you know when this report that we're</p> <p>11 looking at now, do you know when this report -- I'm</p> <p>12 sorry.</p> <p>13 Can we go back to 13, please. Do you know</p> <p>14 when you had this report run, and specifically was it</p> <p>15 after the date that the subscriber IDs changed?</p> <p>16 A It would -- yeah, it would appear that</p> <p>17 this would have been run after the date that the</p> <p>18 subscriber IDs were changed.</p> <p>19 Q Okay. And what tells you that?</p> <p>20 A I can tell. I mean, I can tell from</p> <p>21 column L that there are differing group suffix</p> <p>22 numbers that were put into place after March 1 of</p> <p>23 2020.</p> <p>24 Q Understood. Okay. Now if we look</p> <p>25 back at Exhibit 12, please, those subscriber IDs on</p>

<p style="text-align: right;">Page 230</p> <p>1 the left, are you able to tell whether those are the 2 old IDs or the new IDs? 3 A I am able to tell, yes. 4 Q Okay. Which ones are they? 5 A The ones that begin 999 are pre-March 6 1 of 2020 and the ones that have an M as in Mary in 7 them are 3/1 of 2020 forward. 8 Q Okay. Is it possible that the same 9 person is on here on this document twice, their old 10 subscriber ID is shown for a pre- March 1, 2020 11 purchase and their new subscriber ID is shown for a 12 post March 1 of 2020 purchase? 13 A That would be -- I guess that would be 14 possible. 15 Q Okay. In other words, the subscriber 16 IDs didn't update or not all of them updated when 17 the exchange data was exported in these reports that 18 you ordered, right? 19 A Well, based on the date of fill of the 20 prescription would connect back to the subscriber ID 21 number. 22 Q Okay. 23 A So subscriber ID numbers that have the 24 M as in Mary in them were only issued on or after 25 March 1 of 2020, so that would tell me that that ID</p>	<p style="text-align: right;">Page 232</p> <p>1 A Well, even though it's something I 2 don't review regularly, total plan paid would be in 3 reference to the amount that the plaintiff being 4 MADA would have paid. 5 Q Okay. So I want to break down exactly 6 what goes into the dollar figures shown here and so 7 let's go down to -- you see the one with \$370.07? 8 A Mm-hmm. 9 Q Let's go with that example, because 10 it's a nice big number. So would the cost of the 11 materials, meaning the actual pills themselves, that 12 would factor into that price, right? 13 A I don't know how -- 14 MR. FULLER: I am going to make an 15 objection. This calls for some sort of expert 16 testimony. I don't know how this witness would know 17 about this, but if you know. 18 A I mean, this is the charge that the 19 plan was charged for this particular prescription. 20 Q Yeah. And so what I'm trying to learn 21 is what all goes into that charge. So I would 22 assume that the cost of the medication itself would 23 go into that charge, at least a portion of it, 24 right? 25 MR. FULLER: Same objection -- let me</p>
<p style="text-align: right;">Page 231</p> <p>1 number was used to purchase that prescription? 2 Q Okay. And so if we wanted to filter 3 only for purchases of medications that occurred 4 prior to March 1 of 2020, we could basically 5 eliminate any subscriber ID with an M in the middle 6 and that would narrow it down to the 3/1/2020 7 transactions, right? 8 A Yes. 9 MR. DORNER: Great. Can we go back to 10 Exhibit 13. All right. And let's go all the way to 11 column AG, Alpha Golf. I'm sorry. I think I'm in 12 the wrong exhibit. Keep scrolling over to the 13 right. Let's go about halfway. Let's keep going. 14 Keep going. Okay. And a little bit more. I might 15 have gone past it. I'm sorry. I apologize. Let's 16 go to column -- it's CP. There we go. Yes, CP. 17 All right. 18 Q Ms. Cobb, are you familiar with 19 reports such as this, meaning do you review them 20 regularly? 21 A No. This is not a report that I would 22 review regularly. 23 Q Okay. Do you have any idea, then, 24 what sorts of dollar amounts factor into this column 25 called total plan paid?</p>	<p style="text-align: right;">Page 233</p> <p>1 finish. Calls for some sort of expert opinion. 2 Lacks foundation. Calls for some sort of expert 3 opinion. Go ahead. 4 A I would only think so. 5 Q Do you have any -- can you say with 6 any certainty what cost elements go into the total 7 plan paid column? 8 A I cannot say with any certainty what 9 goes into that. 10 Q Okay. Let me ask it a different way, 11 then. Does MADA pay a dispensing fee as part of 12 every claim that it reimburses? 13 A Chances are, given how comprehensive 14 this spreadsheet is, if there is a dispensing fee 15 that's been assessed, I expect it would probably be 16 on here. 17 Q Can we scroll a few columns to the 18 left, please. And so are you referring to column 19 CH? 20 A There you are. Yes, dispensing fee. 21 Q Okay. And so I know you can't say 22 with any certainty whether or not that factors into 23 the total plan paid the column, so I want to ask a 24 different way. When MADA is dispensing 25 reimbursement for a prescription drug claim, is part</p>

<p style="text-align: right;">Page 234</p> <p>1 of that reimbursement an approved dispensing fee?</p> <p>2 A They are responsible for dispensing</p> <p>3 fees.</p> <p>4 Q Okay. And do -- sorry?</p> <p>5 A No, I'm done.</p> <p>6 Q My next question related to that was</p> <p>7 going to be regardless of the medication filled, is</p> <p>8 there often a dispensing fee included as part of the</p> <p>9 claim?</p> <p>10 A Well, I mean you can see within that</p> <p>11 column that there were instances where there was not</p> <p>12 a dispensing fee.</p> <p>13 Q Do you have any idea why that might</p> <p>14 be?</p> <p>15 A I'm sure that there is a reason. I</p> <p>16 don't know that.</p> <p>17 Q Okay. Could it have something to do</p> <p>18 with whether it's mail order or brick and mortar?</p> <p>19 A It could.</p> <p>20 Q Okay. When MADA pays a claim for a</p> <p>21 prescription drug, are there other fees that go into</p> <p>22 that amount like a claims processing fee? I made</p> <p>23 that up, but any other fees that go into that</p> <p>24 amount?</p> <p>25 A We are looking at all of these fees.</p>	<p style="text-align: right;">Page 236</p> <p>1 Q Because I noticed the approved sales</p> <p>2 tax, that all has zero in there, but I don't know if</p> <p>3 that means it is just not approved or not, but does</p> <p>4 Anthem have any knowledge as to whether or not sales</p> <p>5 tax is applied to prescription drugs?</p> <p>6 A We don't know. I'm going to venture a</p> <p>7 guess here where the column says zero, that likely</p> <p>8 in Maine that's the last thing we haven't taxed that</p> <p>9 yet.</p> <p>10 Q When Anthem was preparing -- so we</p> <p>11 looked at some exhibits like -- I think I don't know</p> <p>12 which exhibit it was. I think it might have been</p> <p>13 11, but when Anthem was preparing these reports, how</p> <p>14 did it discern which fills of valsartan were subject</p> <p>15 to the recall?</p> <p>16 A Anthem did not prepare these reports.</p> <p>17 Q Okay. Who did?</p> <p>18 A These were prepared by PBM.</p> <p>19 Q Does Anthem have knowledge how the PBM</p> <p>20 determined whether or not or how the report</p> <p>21 determined whether or not valsartan was subject to</p> <p>22 the recall of a particular fill?</p> <p>23 A That would be a question for the PBM.</p> <p>24 That's not knowledge that Anthem Maine would have.</p> <p>25 Q Are you familiar with most of the</p>
<p style="text-align: right;">Page 235</p> <p>1 I haven't pulled out a calculator to see if they add</p> <p>2 up to what the total amount is. I will add I am a</p> <p>3 little tired, so I am going to ask you to repeat</p> <p>4 your question.</p> <p>5 Q Sure. And my question is, only when</p> <p>6 MADA pays a prescription drug claim, you know, makes</p> <p>7 its payment for a given claim, are there any other</p> <p>8 fees in addition to the dispensing fee as it applies</p> <p>9 that go into that claim?</p> <p>10 MR. FULLER: Lacks foundation. Calls</p> <p>11 for speculation.</p> <p>12 A I don't know.</p> <p>13 Q Would you know whether or not anything</p> <p>14 like a retiree subsidy goes into that claim or, I</p> <p>15 guess -- excuse me, could be counted against the</p> <p>16 value of that claim that MADA pays?</p> <p>17 A I don't know what you mean by retiree</p> <p>18 subsidy.</p> <p>19 Q We already talked about Medicare</p> <p>20 subsidies and how they probably wouldn't apply.</p> <p>21 Would taxes go into the amount -- let me back up.</p> <p>22 Are taxes usually assessed against prescription</p> <p>23 drugs when they are filled?</p> <p>24 A I don't know. I think that's a good</p> <p>25 question for PBM.</p>	<p style="text-align: right;">Page 237</p> <p>1 column headers shown on this spreadsheet?</p> <p>2 A I would say I am familiar with them,</p> <p>3 yes.</p> <p>4 Q Okay. I am not going to ask about all</p> <p>5 of them, because some of them are obvious. Let me</p> <p>6 ask you this: Would a pharmacy benefits manager</p> <p>7 also be familiar with the best -- I realize you are</p> <p>8 assuming here, but would a PBM also understand what</p> <p>9 these column headers mean?</p> <p>10 MS. ZIMMERMAN: Object to form.</p> <p>11 Foundation. Calls for speculation.</p> <p>12 MR. FULLER: Join.</p> <p>13 A The PBM created this, so I am going to</p> <p>14 say that they would know what those headers refer</p> <p>15 to.</p> <p>16 Q I just want to ask about a couple,</p> <p>17 then. There's one close to the -- let's go mostly</p> <p>18 to the left. I think it's column G as in golf. So</p> <p>19 we've got client ID. How does a client ID differ</p> <p>20 from a subscriber ID?</p> <p>21 A The client ID column is not familiar</p> <p>22 to me.</p> <p>23 Q All right. Can we go over to -- this</p> <p>24 is SRC GRP NDR. It's column J. Go ahead. Did you</p> <p>25 want to say something?</p>

<p style="text-align: right;">Page 238</p> <p>1 A Column J, that is the group number 2 00F500. 3 Q When you say "group number," like for 4 my insurance card for work like I have, is this the 5 insurance card for MADA? 6 A I would refer to them as the root 7 group number and then their sub group is next to 8 that. 9 Q And what would a sub group would be? 10 A Those are the group numbers by 11 particular dealerships. 12 Q Understood. You had mentioned, I 13 believe, then that some characters were added in 14 column L that related group number. What did those 15 characters indicate that were added? 16 A Column L to me looks like a 17 combination of J and K. So if you read across, you 18 have 00F5000, *00F5000R1 and that carries into 19 column L. 20 Q So you do. Okay. I don't have any 21 other questions on that one. Let's see. Can we go 22 over to -- let me find it. This is going to be 23 column AK. This is the date adjudicated column. 24 How does that differ from date filled? 25 A It doesn't appear to. So if I do a</p>	<p style="text-align: right;">Page 240</p> <p>1 COA an abbreviation for company; CFDSC and it 2 appears to alternate between MADA and IngenioRX. 3 What does this column indicate? 4 A Well, it seems to alternate between 5 Anthem health plans of Maine and IngenioRX. 6 Q I'm sorry. I misspoke. 7 A I think the only way I can kind of -- 8 you know, if I compare columns, you know, just 9 looking at one column by itself isn't always 10 helpful. I have to refer to other columns to help 11 me figure it out. So if I look at column DC versus 12 column DA, DA refers to ESI and CVS. That then goes 13 in conjunction -- ESI, you see Anthem Health Plans 14 of Maine; CVS, you see Ingenio RX. 15 So Anthem Health Plans of Maine had contacted 16 with ESI to provide PBM. Ingenio RX is using CVS. 17 Q Okay. I think I understand what 18 you're saying, then. All right. 19 A So if you wanted to compare these to 20 the dates of fill, you're going to see either prior 21 to 7/1 of '19 or after 7/1 of '19. 22 Q Meaning after 7/1 of '19 it would be 23 an IngenioRX/ CVS? 24 A Correct. 25 Q Okay. I think I'll pass the witness,</p>
<p style="text-align: right;">Page 239</p> <p>1 quick scan, it's looking like those match up. So a 2 member goes to the pharmacy and has it filled and 3 then that claim processes or adjudicates. 4 Q Okay. Okay. If there were to be a 5 slight difference in the date filled versus the date 6 adjudicated somewhere in the spreadsheet and I don't 7 know if there is or not, why might that occur, if it 8 ever does? 9 A You know, sometimes someone will call 10 a prescription into the pharmacy; like, let's say 11 they called it in today and they get held up on a 12 deposition and they can't go pick it up. Actually 13 the pharmacy may put it in the bottle today, but the 14 member doesn't actually pick it up until tomorrow. 15 Q Okay. Gotcha. That's very helpful. 16 Thank you. Can we go to -- 17 MR. FULLER: How much more time do we 18 have? Can we take another break? 19 MR. DORNER: I think I'm almost done, 20 but if you'd like to take a break, we can. 21 MR. FULLER: No, I'll muddle through. 22 Q Here we go. A column DC, fitting for 23 a lawyer sitting in my chair right now. So this is 24 COA. It looks like an abbreviation for company, 25 CF -- I'm sorry. I am looking at the wrong column,</p>	<p style="text-align: right;">Page 241</p> <p>1 then. 2 MS. QUINBY: To the extent this 3 exhibit wasn't marked as restricted/confidential, I 4 just want to make sure it is. 5 MR. DORNER: I think it was, but now 6 it's double marked. 7 MR. FULLER: Is the witness getting 8 passed to me, is that what I'm hearing? 9 MR. DORNER: It would be other defense 10 counsel first. It's typically how we go. We 11 haven't had a lot of third party, but whether you 12 were planning to go first is of no moment to me, but 13 let's let defendants weigh in first if there is any 14 defense counsel that want to ask questions. 15 MR. FULLER: How long have we been 16 going on the record, Keith? 17 THE VIDEOGRAPHER: Six hours and 18 approximately 19 minutes. Give me a moment; 19 plus 44, so 6:17. 20 MR. FULLER: All right. 21 MR. DORNER: Any defense counsel have 22 any questions; Ellie or anybody with plaintiffs? 23 MS. ZIMMERMAN: I don't think I have 24 anything for plaintiff. 25 MR. DORNER: All yours, Chad.</p>

<p style="text-align: right;">Page 242</p> <p>1 CROSS-EXAMINATION</p> <p>2 BY MR. FULLER:</p> <p>3 Q All right. I've just got a couple</p> <p>4 questions for you, Ms. Cobb. Early in the</p> <p>5 deposition when you first started, I think you might</p> <p>6 have gotten confused and you were asked did you</p> <p>7 speak to anyone in preparation for the deposition.</p> <p>8 Do you recall that testimony?</p> <p>9 A I do. I do recall it.</p> <p>10 Q Yeah. And I think you answered that</p> <p>11 you did not in connection with the deposition; is</p> <p>12 that right?</p> <p>13 A I did answer that, yes.</p> <p>14 Q But did you speak with anyone in order</p> <p>15 to help you give testimony to the categories in the</p> <p>16 deposition notice?</p> <p>17 A Yes, I did speak to some internal</p> <p>18 sources to help understand some of what would be</p> <p>19 asked here today.</p> <p>20 Q All right. And can you tell us who</p> <p>21 you spoke to, Ms. Cobb?</p> <p>22 A Sure. I spoke to Amy Drew, who she</p> <p>23 was my first contact, and then I spoke to Lauren</p> <p>24 Montille and Sierra Sears regarding the billing.</p> <p>25 Q All right. So what did you speak to</p>	<p style="text-align: right;">Page 244</p> <p>1 either the big Anthem or Anthem legal, but with</p> <p>2 respect to Anthem Maine, would anybody besides you</p> <p>3 or can you describe -- well, strike that.</p> <p>4 Would anybody besides you know where these</p> <p>5 amendments would be at Anthem Maine?</p> <p>6 A I don't know anyone else besides me</p> <p>7 who would know where they are.</p> <p>8 Q Okay. Do you know why you haven't</p> <p>9 been able to locate them?</p> <p>10 A I think perhaps the age of them.</p> <p>11 Q They're old?</p> <p>12 A They're older, yes.</p> <p>13 Q All right. Okay. That's it. I don't</p> <p>14 have any further questions.</p> <p>15 MR. DORNER: I don't have anything</p> <p>16 based on that. Anybody else?</p> <p>17 THE VIDEOGRAPHER: Hearing that, we</p> <p>18 will go off the record. This ends today's video</p> <p>19 deposition. The time is 6:45. One moment, please.</p> <p>20 We're off.</p> <p>21 (Deposition concluded 6:45 p.m.)</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>
<p style="text-align: right;">Page 243</p> <p>1 Amy about?</p> <p>2 A I spoke to Amy as kind of a refresher</p> <p>3 around the Anthem relationship with Express Scripts</p> <p>4 and then later in Ingenio.</p> <p>5 Q Got it. And then Lauren and Sierra,</p> <p>6 what did you speak with them about?</p> <p>7 A That was about the invoices.</p> <p>8 Q Okay.</p> <p>9 A So the change in the invoice effective</p> <p>10 3/1 of '18, what went into the invoices, et cetera.</p> <p>11 Q All right. Would it be fair to say</p> <p>12 you put a fair amount of work into your testimony</p> <p>13 today?</p> <p>14 MR. DORNER: Objection. Leading.</p> <p>15 A I have spent a lot of time on this in</p> <p>16 addition to my own full-time job.</p> <p>17 Q Thank you. You were asked earlier</p> <p>18 about Amendments 1 and 2 of the ASA. Do you recall</p> <p>19 that?</p> <p>20 A Yes.</p> <p>21 Q And I believe you were asked if anyone</p> <p>22 would know where those amendments would be at</p> <p>23 Anthem. Do you recall that?</p> <p>24 A Yes.</p> <p>25 Q And you may have been confused on</p>	<p style="text-align: right;">Page 245</p> <p>1 CERTIFICATE OF DEPONENT</p> <p>2</p> <p>3 I have read the foregoing transcript of</p> <p>4 my deposition and except for any corrections or</p> <p>5 changes noted on the errata sheet, I hereby</p> <p>6 subscribe to the transcript as an accurate record</p> <p>7 of the statements made by me.</p> <p>8</p> <p>9</p> <p>10 _____</p> <p>11 PATRICIA COBB</p> <p>12 SUBSCRIBED AND SWORN before and to me</p> <p>13 this ____ day of _____, 20____.</p> <p>14</p> <p>15</p> <p>16 _____</p> <p>17 NOTARY PUBLIC</p> <p>18</p> <p>19</p> <p>20 My Commission expires:</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>

[& - 2017]

Page 1

&	10/21/2021 247:3	189:20	163:3 167:18
& 4:10,15,20 5:9 5:14 178:4	100 42:22 103:1,1 103:2 140:10,17 167:3,19 169:7	152 113:23 153 114:9,9 120:5 120:7 122:12	171:22 243:18 2,500 170:9 2/2 199:14
0	1000 3:20	155 67:19	20 42:24 98:21
000128 47:22 48:5	10:07 2:10 7:2	162 71:22 117:24	167:18 168:5
000129 57:16	10:41 33:10	120:4 122:18,25	170:13,16 245:13
001976 195:9	10:55 33:13	123:5,10	247:22
00f500 238:2	11 6:22 33:8 120:5	164 6:15	200 5:15
00f5000 238:18	199:11 224:15,22	17 6:10	2000 173:15
00f5000r1 238:18	225:13,16 226:5	171 6:16	20004 3:20
02109 4:11	226:13,24 236:13	177 6:18	2004 99:7 108:11
02431 1:2	11682 3:6	18 30:13 181:16	144:20
04101 4:22	11:29 57:9	217:22,23 243:10	2005 108:21
1	11:35 57:7	184 6:19	2006 108:21
1 6:10 7:3 17:19	11:41 57:13	18a 81:9	2008 63:22,23 65:6
18:5 24:8 32:24	11:58 67:2	19 30:13 49:19	122:10,14
33:15 45:15,21,24	12 6:23 227:4	181:17 201:24	2010 63:23 65:6
45:25 46:3,9,18	228:4,18,21,25	217:22 240:21,21	121:1 190:22
47:7,9 64:13,15	229:25	240:22 241:18	2011 121:1 190:22
66:20 68:17,22	129 57:25 61:18	190 4:5	2012 28:11 37:3
69:16,19 70:2	65:3,3 67:10	19087 5:10	47:11 48:14 49:16
72:4,5 95:16,19	12:08 67:5	19422 5:16	49:18 56:13,18
123:15 126:15,17	13 6:24 77:16	1965 189:10,19	58:7,23 63:18,24
127:10 131:7	227:17 228:7,18	1966 189:10,15	70:7 71:16 76:21
134:9 135:3 145:9	229:1,13 231:10	1973 192:14	77:2,3 85:17 88:1
148:9,17,19,20	130 61:12 77:5,12	1975 193:18	142:11 146:19,24
162:25 163:3	131 77:6,13	1979 200:23	147:1,3,12,17,17
165:3 167:18	132 81:1	1980 202:19	147:22 149:20
168:6,21 171:21	133 82:12 88:11	1994 99:3	151:20 183:4,24
172:9 177:19	136 197:3	1:00 97:12	190:15 221:6
222:23,24 223:3	136.89 195:21	1:19 1:2	224:11
223:13 227:25	197:4	1:43 97:19	2014 221:6
229:7,22 230:6,10	137 88:9 93:17	2	2015 148:9 154:19
230:12,25 231:4	139 104:16 109:19	2 6:11 44:16 45:15	155:9 163:4
243:18	14 156:14,21,22	45:21 46:11 47:3	172:10,13 188:2
1,000 219:23	182:15	47:13 57:12,24	190:16 221:1
10 6:21 29:6 33:7	147 6:13	66:20 67:19 69:16	2016 108:2 173:13
33:8 224:5 225:13	15 29:7 32:24,25	77:9 104:14,15,16	2017 64:12,12,13
225:16 226:5,15	33:15 69:17 78:1	104:17 111:13	64:15 68:17,23
226:17	101:1 182:14	134:10,18 145:9	72:5 73:16 108:3

[2017 - 80]

Page 2

173:14,15,16,19 177:24 178:2 192:16 2018 30:13 38:23 64:12,13 72:5 73:16 92:10 123:16 126:15,17 127:10,25 128:10 128:16,20 134:5,7 139:12 163:4 165:3 177:20,25 181:12 193:23 199:14,16,21,24 200:4 205:20 214:13 217:21 218:25 222:24 223:4,13,23 227:25 2019 24:8 48:19 49:18 70:3,7 148:19 172:10,13 181:14 199:12 218:25 223:23 202.776.5291 3:21 2020 28:11 37:4 47:11 48:14 49:17 56:13,18 58:7 63:18 65:10 76:21 76:25 77:1 85:17 88:1 146:19 149:5 149:20 151:20 183:4,24 229:7,23 230:6,7,10,12,25 231:4 2021 1:21 7:3 18:5 95:16,19 127:11 148:17 207.791.3226 4:23 21 1:21 7:3 127:25 21094 246:22	211,790 185:4 214.855.8095 5:6 215.253.6155 5:11 219 6:20 21st 77:24 22,000 96:10 22,250 96:10,11 2200 5:5 224 6:21,22 2258 118:3 227 4:16 228 6:23,24 242 6:6 25 166:2 167:19 170:8 250 167:19 27 98:15 270 5:10 275 69:1 123:13 277 123:23 27th 4:11 28 70:7 127:10 28202 4:16 286 127:7 287 130:2 2875 7:9 289 131:7 133:23 290 136:15 294 69:11 2:57 142:2 2a 130:2	3/1/2020 231:6 30 116:16 129:24 136:10 167:2,20 168:7 169:6 300 35:18,25 30x100224400 2:9 246:5 31 23:15 3100 3:14 312.456.8400 3:15 314.480.1848 4:6 34 24:18 35 18:24 19:2 350 92:22 3600 5:5 37 118:5 370.07 232:7 3:25 142:6 3:29 144:10 3:38 144:13	5 5 6:16 45:7 66:21 69:11,23 70:2 171:15 182:22 50 79:16,22 500 35:19 108:12 505 3:20 53 4:11 550 5:10 5:30 204:17 5:36 204:20 5:54 216:18 5:56 216:23
		4	6 6 45:7 66:21 177:5 216:22 6/3/2019 6:20 600 4:5,16 60601 3:14 610.567.0700 5:16 616 171:17 617.213.7000 4:12 63105 4:6 65 118:23 119:14 119:21 6:17 241:19 6:45 244:19,21
	3		7 7 6:17 21:16 177:6 178:6 179:16 7/1 240:21,21,22 704.444.3475 4:17 75201 5:5 77 3:14
	3 6:13 45:6 53:24 57:25 66:21 67:24 68:2,12 72:1 97:18 111:18 112:11 147:23 167:19 3/1 200:3 230:7 243:10	4 6:14 21:16 45:6 60:3 61:19 63:15 66:21 69:2 123:15 142:5 164:17 167:19 400 3:6 41:2:1 246:6 44 6:12 241:19 45 33:22 97:5 167:18 450 5:15 46 33:22 471 149:6 485 151:4 487 152:13 497 153:7 498 159:5 4:41 182:19 4:52 182:23	8 8 6:4,19 184:14 191:14 192:7 80 42:25 43:1,5,12 169:7 170:7,11

[81 - adopt]

Page 3

81 189:19 858.509.6056 3:7	193:15 202:14 205:7 213:13 215:9,13 221:25 225:17 226:8,19 227:19 228:19 230:1,3 244:9	154:9 179:14,16 179:21 189:24 190:14,25 192:18 194:7 206:11 245:6 246:12	address 144:3 adequate 62:13 adjudicate 53:20 53:21 adjudicated 96:7 238:23 239:6 adjudicates 239:3 adjudication 53:10,17,19 adjustment 214:1 adjustments 82:5 214:10 admin 124:19 administer 7:17 7:25 37:24,25 92:15 145:6 246:6 administered 7:25 195:14 administers 207:22 administration 34:20 38:4,6 administrative 6:11 34:21 35:14 42:15,16 44:21 45:5,15 67:12,24 68:16 71:25 77:10 80:10 99:21 115:23 116:2,12 116:23,25 123:25 124:4,11 125:6 126:2,3 130:10,22 197:22 198:4 administrator 79:7 149:8,11,12 149:14,24 151:25 154:3 administrators 76:19 149:8 adopt 106:16,25 155:22 157:13,17
9	absolutely 111:3 abuse 169:3,16 ac1 60:25 61:2 aca 108:25 109:1,4 109:8 193:1 accent 102:14 access 54:25 85:13 87:25 88:3 89:1 105:8 131:14 147:16,22 185:10 194:14,22,22,24 accompanied 72:1 accompanying 185:12 accomplished 229:3 account 26:9,12 26:21 28:1,16 35:1 88:16 89:17 89:22,24 90:22 91:1,2,7 92:3,5,9 93:1 98:21 99:1 219:2 accounted 95:7 accounting 91:5 94:18 95:4,16 133:11 193:10 198:23 accounts 91:4 99:5 99:6 accurate 15:23,24 41:12 50:8 55:13 55:14 81:22,23 82:1 96:5 102:2 131:12 149:15	accurately 220:17 aces 198:19,21 ach 43:15,19 achieve 139:24 140:23 achievement 60:6 acknowledge 7:21 7:24 act 13:8 109:10 193:1 actavis 1:9 3:11,12 acting 82:15 83:3 action 29:25 78:21 246:18 actions 206:23,25 207:3 active 41:18 95:5 95:24 96:1 actively 119:14 activities 201:25 activity 94:9,10 actual 93:13 100:5 105:13 232:11 actuary 91:12 add 62:15 235:1,2 added 45:3 123:20 238:13,15 addition 72:19 108:20 118:25 235:8 243:16 additional 65:10 72:21 91:8 198:16 219:12 additionally 119:17	
9 6:20 23:16 69:16 219:15 90 135:24 136:1,3 136:10 92130 3:6 946 220:2 955 221:8 956 222:17 959 222:13 999 230:5 9th 3:20			
a			
a.m. 7:2 a1c 61:2 abbreviation 239:24 240:1 abbreviations 22:13 ability 15:3 132:4 132:16 246:15 able 10:6 19:5,7 30:9 31:18,20,22 32:1 46:15,21 47:8,12 48:1 55:10 56:14,19 79:3 84:25 88:3 89:10 95:1 101:13 107:16,19 116:10 116:24 124:23 125:7,10 126:24 133:15 137:1,1 139:24 140:3,23 150:10,11 157:19 158:1,2,3 163:23 163:24 175:7 176:8,20 179:10 179:14 183:9			

[adopt - answer]

Page 4

157:19 158:1 adopted 60:8 63:23 108:24 134:2 advance 220:1 advantage 146:9 adverse 212:15,17 212:20 advice 69:21 advocacy 16:24 affairs 221:17,19 affect 15:2 66:6 175:25 affiliate 48:7,10 121:10,12,14 122:5 affiliates 48:17 49:11,22 121:6,8 124:8 afford 161:17 affordability 108:17 144:3 affordable 109:10 193:1 afterward 196:21 ag 231:11 age 244:10 aggregate 90:15 91:22 141:13,18 184:2 aggregated 184:11 ago 51:22 101:9 120:6 127:12 134:4 168:1 220:6 agree 8:7,9 14:4,6 14:21 15:13 17:7 44:11 68:18 70:3 74:10 123:21 131:9 140:7 143:19 148:10 168:23 177:20	221:13 agreed 14:12 68:24 agreement 6:12 8:4,5 44:22 45:6 45:16 61:16 64:10 65:5 67:13,24 68:17 71:25 78:18 80:22 81:10 85:2 85:4,11 88:14,21 88:22 89:2,4 111:20 129:10 139:22 agreements 187:25 ahead 8:17 9:7 10:17 11:10 44:15 58:1 67:18 69:10 86:13,23 100:22 107:23 122:8 123:12 129:4 130:1 131:1,6 133:9 153:11 159:8 160:9 177:4 213:5 215:20,25 223:9 233:3 237:24 aid 171:23 ajaya 223:25 ak 238:23 al 247:2 albero 5:9 albertson's 4:14 allegedly 224:10 allocate 140:22 allow 82:24 116:12,23 215:6 allowed 186:12 allows 56:2,8 107:7	aloud 60:3 alpha 231:11 alterations 158:3 alternate 240:2,4 alternative 210:11 alternatives 210:20 amden 13:21 amend 66:17 amended 64:13 65:18 66:4,6 69:16,17,17 71:25 155:3 amendment 45:6 45:6,7,7,21,21,24 45:25 46:3,9,11,18 47:3,7,9,13 64:11 64:14,16,22,23,24 64:25 66:2 67:24 68:2,12,15 69:2,4 69:6,11,23 72:1 120:16,19 123:14 amendments 45:1 45:11,15 64:2,3,9 65:7,14 66:9,17,18 67:12 81:7,9 152:20 155:2 199:25 243:18,22 244:5 amount 21:3 40:25 51:15 52:16 58:6,8,9 59:10,19 59:20 60:9 90:1 91:19,20,23 92:23 93:5 95:21 96:4 111:18 112:11 113:14,14 120:22 130:7 185:4,13,19 186:5,7,8,12,12,14 186:21 189:19 232:3 234:22,24	235:2,21 243:12 amounts 30:22,24 55:17 56:9 57:18 58:17 186:6,19 231:24 amy 219:1 223:23 242:22 243:1,2 andras 3:13 andrast 3:15 ann 99:15 223:25 224:3 annual 94:3,17 111:15 annually 130:11 answer 9:24 10:15 10:18 11:9 12:8,9 12:12,12 19:1 27:13 28:5,19 31:17,23 36:16 38:15 39:12 43:4 49:1,6 50:20 56:6 56:14,19,23 59:1 64:8,21 65:13 70:12 73:25 74:2 75:24 76:17 78:11 84:12,25 86:14 87:1 98:3,9 122:9 124:23 126:24 131:22 133:17 137:6 138:8,17 139:8 140:9 149:22 150:11 154:15 155:9,19 155:25 156:11 158:23 162:4 163:18 169:12,14 175:5 176:20,24 178:11,23 180:3 183:9 185:25 186:1,2,4 187:13 191:7,21 193:10
--	--	---	---

[answer - anymore]

Page 5

198:8,11 202:14 206:8 207:8 213:4 213:6,7,13 217:20 221:23 222:9 225:18 226:19 242:13 answered 11:22 63:20 65:5 129:4 154:14 157:3 191:15,20 198:7 217:17,19 222:5 242:10 answering 136:5 answers 11:3 15:24 16:4 28:23 anthem 3:3,3,10 6:17,19 7:4 8:8 15:8,9,14,15,16 16:5 19:23 20:11 20:14 24:14,16 25:1 26:8,12,16,19 29:8 30:6,11,14 34:17,19,21 35:10 35:16 37:1,3,5,19 37:21 38:19 39:20 39:25 40:12 42:16 43:6,10,17,18 44:4 44:22 45:23 46:12 46:17 47:3 48:7 48:10,12,17,21 49:3,8,11,21 50:7 51:10,14 52:5,5,6 52:17,24,24,25 53:1,3,4,9,12 54:5 54:11,24 55:5,9,11 55:16 56:2,8,15 57:17 58:7,8,9,14 58:16,16,21 59:9 59:13,18 60:5,8 61:20,24 62:4,8,10 62:11,19,21 63:5,8	63:14 66:4,7,10 67:8 70:8 72:9,10 73:11,17 74:7,16 75:1,4,9 76:2,3,8 77:10,14,21 79:3,4 79:24 80:11,22 81:5,24 82:14,23 83:3,10,14,17,21 84:6,15,19,21 85:7 85:11,13,18 86:9 86:17 87:24,24 88:3,5,15,22 89:18 91:9 92:2 95:17 96:7 98:13,15,24 99:4 100:12,14 101:22 102:22 104:20,22,24 105:1,6,16,20 106:7 107:1 108:11 109:13,21 110:5,13 111:15 111:21,21,24 112:8,16,17,19 114:11,15 117:6 120:17,24 121:3,3 121:6,8 122:2,10 122:11,16,23 123:1,6 124:7,21 125:3,10,14 127:16 128:2,4 129:12,18 130:4,7 130:20 132:11,13 133:1,1,23 137:1 137:12 138:5,9,11 138:14,18 139:2 139:20,22,24 142:10,19,20 143:13,19 144:7 144:20,21 145:5 145:11,17,23,25 146:5,8 147:16,20	149:4,14,19 150:7 150:12 151:14,18 151:24,25 154:10 155:1,5,22 156:1,6 156:8,13,15,24 157:6,8,13,21 158:2,5,11,15 159:25 160:5 161:25 162:4 168:9 171:5 174:24 175:21,21 176:11,16,22 177:23 179:1,7,22 179:24,25 180:9 180:11,15,16,17 180:23,24 181:8 181:17 182:7,9 183:4,5,15,16,21 184:1,7,9,12,17 185:5,7 187:14,24 190:13 191:1,9,11 191:23,24 192:5 194:15,22 197:14 197:16 198:3,21 199:10,25 200:16 200:20 201:21 203:19 204:22 205:4,5,10,13,25 206:5,5,9,20,21,25 207:2,4,16,19 208:10,15,19,25 209:23,25 210:8 210:10,23 211:4 211:11,16,22,25 212:7,10,13,15,17 212:20,23 213:10 213:15,23,25 214:3,9,18,21 216:6 217:1,8,13 218:2,15 219:19 221:13,20 223:3	223:18 236:4,10 236:13,16,19,24 240:5,13,15 243:3 243:23 244:1,1,2,5 anthem's 8:19 12:1 15:22 16:2 16:21 18:19 24:12 29:18,20 38:9 43:10,11 51:9 56:1 58:15 62:20 63:6,7 73:10 74:8 76:18 80:12 83:23 83:24 85:1 88:15 93:24 94:9 101:19 103:9 104:1 105:11,24 106:3 110:1 117:15 118:17 122:5 129:1,10 141:10 146:12 147:10 153:23 183:14 192:4 206:12 208:8,9 209:15,17 213:21 222:7 anthony 5:9 anthony.albero 5:11 anticipate 197:4 antitrust 78:7 189:13,17,18 anybody 8:20 14:2 14:8 25:10,12 45:23 46:8,12 85:6,10,12 99:12 99:13 122:25 210:11 211:12,12 220:24 241:22 244:2,4,16 anymore 102:21 122:5 196:10
--	--	--	---

[anyway - attorney]

Page 6

anyway 102:1 222:17 anyways 121:18 apm 121:3,7 122:5 122:11,24 190:20 190:24 apologies 52:10 118:1 227:1 apologize 27:8,9 114:8 144:15 152:14 153:20 193:11 231:15 appear 73:2 120:21 148:3,8 197:5 201:20 229:16 238:25 appearance 40:8 appearances 7:16 appeared 147:2 appearing 137:9 appears 62:7 70:2 96:8 118:19 123:20 177:18 189:15 192:16 220:3 240:2 appended 246:23 applicable 146:14 147:10,13 153:23 170:3 214:15 applied 236:5 applies 14:11 165:13 235:8 apply 141:14 162:21 164:19 165:13,16,17,17 165:18,21 166:15 166:25 167:13,25 168:2,3,11,21 169:3 235:20 246:24	appointment 101:5 appreciate 21:24 23:20 167:5 171:10,12 appropriate 106:10 137:9 138:25 appropriately 95:7 appropriateness 154:24 approval 41:22,25 approvals 41:16 approved 44:7,14 52:13,14 81:8 234:1 236:1,3 approximately 20:25 35:19 98:21 199:19 241:18 april 177:19 area 55:9 133:11 144:1 187:2 193:10 198:24 arena 150:19 argument 12:7 arrangement 8:2 arrives 43:25 article 69:16,17,19 70:2 77:9,16 80:11 81:9 articles 69:16,16 asa 45:17,21,24 59:8 63:22 64:3,4 64:9,13,17,24 65:9 65:15,18 66:3,6,17 67:9,10,18 69:2 72:1 88:24 114:1 120:17 121:7,24 123:15,20 127:8 243:18	ascertain 198:25 199:3 215:13 asked 11:6 12:5 15:24 31:10 46:15 50:18 59:7 63:19 75:14 76:14 86:19 87:4,11,14,21 93:24 107:24 129:3 154:13 157:2 188:25 191:15,20 198:6 217:16,19 219:19 222:5 242:6,19 243:17,21 asking 9:5,8 10:16 11:2,11 19:20,24 34:11 41:23 50:9 50:15,16,17 52:23 58:4 59:8 63:24 66:1 75:4 78:16 85:12 86:18 131:5 138:11 139:16 144:17 158:14 175:19 176:16 184:6 191:23 192:3 205:2,3 213:21 218:20 220:14 222:6 asks 14:9 aso 42:15 144:19 144:22 181:11 182:7 185:11 203:17,20 aspects 80:19 assessed 201:18 233:15 235:22 assesses 195:12 assessment 203:13 assessments 204:3 204:7	assist 89:10 associate 88:14,20 associated 48:19 80:24 84:5 110:19 124:8,13 170:1 187:9 associates 89:9 association 1:5 4:19 16:10,13,19 16:23 17:2,14,16 24:9 26:1 42:12 165:10 188:1 218:7 associations 54:11 54:16 assume 8:21 11:10 14:15,18 25:25 39:6 59:4 63:25 74:6 100:5 103:4 158:15 165:25 201:1 221:12 232:22 assuming 229:9 237:8 assumption 64:1 astrazeneca 161:18 attached 204:4 222:21 attachment 127:20 130:8 131:7,15 attachments 152:20 attain 60:18 attempt 20:7 89:3 191:2 attempting 30:2 attention 84:15 attorney 12:2,3,11 14:11 19:16 20:4
---	--	---	--

[attorney - believe]

Page 7

246:17,19 attorneys 5:14 7:20 10:22 14:10 25:11,12 audit 93:20,23,25 94:4,13,18,23,25 95:1,4,9 96:14 auditing 82:17 83:6 auditor 95:17 audits 94:19 aurobindo 1:9 5:13 authority 83:11 190:12 authorized 246:5 auto 16:24 24:9 37:8,25 40:1 42:11 119:16 122:17 165:10 172:2 218:7 auto's 24:15 automatically 119:20 automobile 1:4 4:19 16:9,10,13,19 available 85:4,5,6 85:10 89:19 91:13 107:2 108:23 109:14 158:25 172:4,15 avenue 5:5 average 91:21 avkare 1:9 avoid 14:24,25 aware 29:8,14,15 103:18 151:18 152:12 160:5 212:10,13 213:15 214:20,21 227:13 227:15	awareness 151:22 awful 99:5 aww 40:4 b b 3:3 4:15 8:14,14 13:24 15:16 71:24 109:19 113:25 119:23 123:19 back 16:9 31:23 33:12,14 38:10,23 43:17,25 46:21,25 51:16,25 53:4 57:7,11,22 61:18 63:21 67:4 70:5 71:12,23 73:19 86:8 94:7 97:17 97:21 99:24 101:24 102:11,24 102:25 103:1,2,3 104:6 105:18 106:14 108:11 110:6 114:18 118:10 121:18 131:25 133:21 134:19 136:13 137:11 142:4,8 144:12 146:24 147:1,12,17,22 162:6 163:4,19 168:24,25 169:22 170:25 175:8,18 179:17 180:4 182:21 185:25 186:5 188:2 194:4 195:19,22 196:7 196:18 198:16 204:19 205:13 207:10 209:22 216:21 219:15 221:24 223:23 228:4 229:13,25	230:20 231:9 235:21 background 66:16 158:17 182:3 backup 74:6 185:12,14 196:24 198:2,11 200:11 backwards 121:22 bad 127:23 balance 52:15 banking 117:12 based 22:8 46:4,6 60:6 62:7,9 63:6 81:23 133:3 148:12 154:3,11 155:5,14,21 183:6 188:19 225:7 230:19 244:16 basic 9:22 165:25 basically 23:2 50:6 53:1 134:11 161:12 205:14 231:4 basics 9:19 13:12 basis 38:10,14 42:19 43:6,13 53:11 80:9,12 91:11,12 94:3,17 111:15 126:1,4 139:13 167:16 199:18 bates 47:19,25,25 48:2 209:5,19 beat 181:5 bed 8:22 began 30:12 begins 57:12 97:18 142:5 182:22 216:22 behalf 1:5 22:10 29:22,23 30:23	37:25 38:15 41:4 51:14,15 53:14 54:6 55:7 58:21 76:20,24 78:3 79:3,21 81:4 83:14 90:2 102:5 102:24 112:21 117:22 122:17 138:17 149:24 155:25 179:21,24 190:13 201:8 203:19,19 210:8 believe 21:16 23:16 24:4 30:15 31:16 34:10 37:17 45:22 46:16 54:3 57:19 59:15 63:22 67:10 68:1 69:11 69:18 72:1,22 85:8,22 88:25 98:1 99:17 104:5 104:16 108:2 109:3 111:13 115:17 117:4 120:15,25 121:9 121:13 124:25 126:15,18,20 127:9 128:12 132:7 136:2 138:22 141:23 142:12,14 144:9 144:16 145:2 146:13 149:4,16 150:11 151:16 157:4 173:13,18 178:13 179:5 185:9 190:5 191:22 192:25 193:4 195:24 199:5,6 200:2,3 203:13 204:7,25
---	--	---	--

[believe - bud]

Page 8

207:18,23 209:1 209:12,16 210:9 210:25 219:25 222:1 224:4 228:8 238:13 243:21 beliveau 4:20 bell 5:16 beneath 81:18 159:6 benefit 23:23 27:6 37:7 41:8 58:24 72:8 76:15 82:6 114:11 115:22 118:9 119:5,18 120:19,23 122:1,2 123:2,9 125:20 143:19 148:6 165:1,8,16,18 166:14 180:15 201:22 benefits 6:15,16 16:15 22:14 26:23 28:2 34:20 35:17 37:2 41:3 48:15 49:13 74:8 76:20 76:23,24 80:23,24 81:6,7,12 87:4 103:7 105:15 106:7 108:7,7,8 114:14 119:11 123:25 124:4,13 148:22 151:9,24 151:24 152:2,16 165:5 166:7,8 167:12 169:16 170:2,23 190:10 205:16 206:22 211:17 212:12 237:6 best 10:14 84:13 103:9,11 104:2	124:5 125:4 129:6 213:20 220:19 237:7 246:15 better 21:2 22:5 41:23 221:18 beyond 27:17 55:8 78:12,14 79:2 84:24 86:22,22,24 94:23 95:4 111:1 158:20 big 12:6 32:3 35:11 113:12 135:6,12 143:23 219:23 232:10 244:1 bill 43:7 52:18 53:12 101:18 181:12 billed 42:11 43:5 185:6 billing 117:12,13 117:16 181:11,15 181:20 182:6 187:2 242:24 bills 181:25 185:5 binding 16:5 bipc.com 4:17 bisgaard 5:9 bit 21:2 26:7 34:16 34:18 70:7 92:24 98:12 114:6 130:6 133:13 134:3 145:8 146:2 149:25 153:5,17 158:14 162:3 166:22 174:10 175:6 177:2 178:5 181:21 182:25 188:6 204:4 231:14	blackwell 4:4 block 68:7 117:11 blood 22:19,23 23:24 33:25 34:1 34:13 70:10 85:18 86:3,10 87:5 117:3 160:6 161:7 161:23 183:2,6,18 blotchy 127:22 blow 57:25 60:1 61:12,19 81:2 88:10 134:21 136:18 151:5 152:14 153:15 159:6 166:7 167:7 171:18 192:19,20 blown 54:2 blue 3:3,3 5:16 15:9,9,16,16 25:1 25:1 26:19,19 71:7 187:16,17,21 187:22,23,23,24 188:1,3 bonus 62:23 bonuses 60:6,13 62:9 63:17 73:13 booklet 81:6,8,12 82:6 148:6 boots 103:25 boston 4:11 bottle 239:13 bottom 33:21 47:20 71:6,11 122:13 154:1 177:18 224:20 box 71:7 96:6,15 96:16 166:7 169:3 171:19 173:2 201:1 boxes 167:9	brand 110:18,20 110:21,22,24,25 111:5,7,9 160:12 160:24 174:14,25 175:10 branded 208:8 brands 110:24 break 11:16,22 17:12 33:2,4 37:15 57:4 66:22 96:25 113:4 127:3 137:17 141:6,11 141:24 177:7 204:13 232:5 239:18,20 breakdown 186:17 breaks 11:13 brick 39:1 160:25 234:18 brief 9:6 12:20 briefly 99:24 100:4 171:15 bring 13:13 26:3 70:5 154:17 brisbois 5:9 broaden 139:17 broadly 142:18 broken 116:21 202:8 203:21 brooke 223:25 brought 107:24 brown 99:11,14 109:3 218:6,9 220:4 brown's 99:18 bryant 1:10 bubble 60:1 buchanan 4:15 bud 19:19 174:2
---	---	---	---

[build - changes]

Page 9

build 83:11	231:25 239:11	106:21 123:4	certainty 140:17
bulk 29:5	calling 92:13	145:15 146:23	226:20 233:6,8,22
bullet 114:6,10	calls 19:15 43:3	151:7 165:24	certificate 148:4
115:21 153:18	49:4 56:4,21 64:7	170:5 189:13,17	178:14 245:1
159:6 222:19	64:19 66:13 74:23	189:18 190:13	246:23
business 15:8 29:6	75:11 76:12 137:4	197:17 219:20	certified 2:7 8:15
88:13,20 146:7	157:25 158:21	246:21 247:2	246:3
bypasses 170:19	173:25 175:3	cases 20:9 119:1	certify 246:7,11
c	178:9 180:2 191:5	cash 101:24	246:16
c 3:1 4:1 5:1,17	191:5 213:3	cat 40:3,21	certifying 246:25
8:14,14 123:20	221:21 232:15	catch 77:2 137:23	cetera 31:3 36:24
127:8,21 129:13	233:1,2 235:10	categories 36:18	41:1 71:20 83:18
198:19,19,22	237:11	36:19 90:3 142:24	98:23 111:2
246:1,1	camber 1:10 5:8	242:15	178:18 208:9
ca 3:6	camera 71:7	category 61:9	243:10
calculated 42:11	camino 3:6	110:15,16 113:12	cf 239:25
138:13 200:20	cancer 90:5	137:8 166:22,23	cfpsc 240:1
204:6	capability 14:19	175:15	ch 233:19
calculating 137:13	capacity 54:24	cats 40:7	chad 3:5 8:8 50:18
calculation 141:15	60:16 98:25	caveat 11:19,23	137:20 139:9
calculator 235:1	cappa 187:2	cc'ing 220:4	191:17 215:25
calendar 163:6	car 16:16 101:4	cell 13:13 14:1	241:25
166:3	card 39:14 168:21	cent 62:15	chad.fuller 3:7
call 9:23 32:17	187:21,22 188:3	center 4:22	chair 239:23
45:16 48:23 78:24	208:13 238:4,5	cents 189:20	chances 10:3
105:25 106:10,15	care 82:23 84:16	certain 60:7,18	11:25 233:13
115:11 116:15	84:17,18 109:10	62:10 109:25	change 15:19
134:14 137:25	166:18 169:4,17	110:11 111:6	64:23 76:6,8
154:2 159:5	193:1	129:20 159:17	107:21,25 120:22
162:15 166:19	carondelet 4:5	162:19,24 163:22	121:25 151:1
167:6 172:2,11	carrie 99:15	185:22 187:10,14	179:25 181:9,16
181:22 199:4	carried 114:4	194:22 224:7	181:20 185:5
200:22 203:24,25	carries 238:18	227:11	197:4 199:9,24
204:1 215:16	carrying 130:19	certainly 11:8	201:21 229:7
226:10 239:9	131:17	27:21 29:14 69:13	243:9 247:5
called 2:3 8:14	case 1:2 13:5,7	69:21 72:22 84:17	changed 64:5,16
16:9,19 29:10	27:7,10,23 32:6,7	89:15 98:24 113:9	70:17 109:1
47:19 48:7 77:10	51:16 52:6,10	124:10 131:11	180:23 229:15,18
93:19 121:4 164:9	66:8 78:7 81:3	144:21 174:22	changes 64:14,22
172:3 178:15	87:24 99:18,19	182:5 200:10	64:24 81:6,8
181:24 198:13	101:11 103:4	224:25	157:9,16 217:6

[changes - cobb]

Page 10

<p>245:5 characters 238:13 238:15 charge 58:8 143:8 164:6,6 194:17,21 211:21 232:18,21 232:23 charged 50:7 51:16 55:17 56:9 57:18 58:17 59:10 59:19 63:6 124:15 126:4,16 160:20 187:3 201:7 232:19 charges 51:11 185:8 193:6 198:13,17 202:22 charlie 22:17 charlotte 4:16 chartered 4:21 chase 101:25 check 42:5 43:11 43:19,22 96:16 checked 195:18 checking 95:20,23 96:6 checks 95:25 96:15 chicago 3:14 child 149:9 195:13 choice 106:24 134:1,23 135:8,13 135:24 145:14,15 145:16,21,21,25 163:3 171:24 choose 36:8 145:17 chooses 81:25 145:13 choosing 107:5 157:21</p>	<p>chose 223:14 christopher 4:15 christopher.henry 4:17 cipriani 5:14 circumstance 164:13 circumstances 163:8,14,14,22,25 city 4:22 civil 2:5 15:10 claim 38:9,20 39:8 39:21,23,25 40:12 41:20 42:9 44:4,7 44:8,14 50:3,5,6 51:10,13,13 52:11 53:11,20,24 58:1 58:11 77:20 78:2 78:4 80:1 90:3 91:19,20 92:14,15 93:5,8 95:10,15,18 95:22 96:7,12 100:13,15,15,15 101:3,10,12,12,14 101:16,16,19 102:8,23 103:16 103:17 104:6,7 115:15 126:1 129:21,23 152:4,6 170:11 183:17,18 185:19,19 186:7 186:10,11 187:5 187:16,17,20 196:4 197:8 198:17 203:6,7,7 204:4 233:12,25 234:9,20 235:6,7,9 235:14,16 239:3 claimants 90:6 claims 22:9 23:3,5 23:8,10 28:18</p>	<p>29:25 30:18,21 38:8,14 42:13,18 42:19 43:8,8,14 49:13 52:8,17,18 52:19 53:11,13,25 57:17 58:21,22,24 60:8 70:13 71:19 76:19 79:9,20 80:8,14,18,19,22 84:5 87:12,23 88:2 90:1,12,16 91:4,20,23,24 92:1 92:6,11,22 93:19 93:24,25 94:4,5,18 94:20 95:2 100:1 101:2 102:6 104:9 114:12,16 115:13 117:13,16,19,21 117:22 118:12 119:3 122:17 129:19 137:10 180:17,23 181:2,3 181:7,7 183:23 185:2,5,6,7 187:4 187:7,10,22 188:3 188:18 192:16 193:3 194:2,10 197:3 198:19,21 198:22 199:1 202:22,24 203:8 215:10 217:5 218:12,20 219:18 223:4 234:22 clarification 141:8 clarified 195:24 clarify 46:17 83:22 class 29:25 78:6,7 78:20 111:6 classes 110:14</p>	<p>clear 109:9 120:2 159:10 183:11 clearest 170:20 clearing 135:22 clearly 131:9 158:16 216:5 click 70:18 client 14:11 19:16 237:19,19,21 clients 29:1 139:20 clinical 154:4 178:12 202:4,5 clinically 159:13 clinicians 154:22 178:17 close 136:16 172:11 223:16 224:21 226:21 237:17 closed 40:5 closer 106:6 coa 239:24 240:1 coan 4:10 coast 96:24 cobb 1:20 6:3 7:5 8:13 9:4 13:12 17:19 23:16 33:15 44:17 47:20 51:9 57:20 58:2 67:15 74:1 75:17 77:8 95:19 97:21 104:19 113:24 120:10 127:5 136:22 142:8 146:22 147:24 183:3 191:16 204:22 216:25 224:6 227:5 228:19 231:18 242:4,21 245:10 246:8 247:3,21</p>
---	---	--	--

[code - consulted]

Page 11

code 47:21 coinsurance 152:18 159:17 160:2 165:21 170:13 collect 190:13 collected 56:18 190:14 collectively 32:12 collects 52:24 colossal 216:3 column 229:4,21 231:11,16,24 233:7,18,23 234:11 236:7 237:1,9,18,21,24 238:1,14,16,19,23 238:23 239:22,25 240:3,9,11,12 columns 233:17 240:8,10 combination 238:17 come 12:10 28:22 38:8,15 42:6 43:17 51:20,20 52:24 88:4 116:14 117:1 131:4 138:12 163:4 205:10 207:25 210:16 215:11 comes 40:11 43:6 53:12 129:22 133:14,18,19 154:8 176:14 184:5,8 203:6 206:13 coming 40:17 70:23 136:13 158:6 189:14 208:16,22	commenced 151:20 commencement 246:7 commencing 2:10 comment 107:13 107:15 111:1 215:19 commission 245:20 247:25 committee 105:21 105:25 106:1,3,8 153:13 154:5,12 154:20,21 155:6 155:12,17 156:6,6 156:12 157:1,7,13 157:23 158:6,8,10 158:18 178:4,7,17 179:2,15 211:20 212:6,11,14 213:16 214:10 committees 156:22 common 28:16 48:11,20 49:2 communicating 14:16 communication 19:15 214:18 218:4,6,19 communications 19:16 30:5 company 1:11 4:9 59:9 98:14 99:2 239:24 240:1 comparable 163:12 compare 142:18 240:8,19 compared 75:19 91:8	comparing 175:16 comparison 175:8 compatible 34:25 37:10 compensation 54:6 55:7 completed 100:7 115:19 completely 33:6 111:3 155:22 208:17 component 37:21 125:6 144:18 146:3,11 components 53:5 comprehend 15:3 comprehensive 233:13 concept 73:5,6 concerned 151:17 conclude 68:20 concluded 244:21 concluding 167:16 conclusion 48:23 49:5 56:4 64:7,20 66:14 78:24 191:6 215:6 221:22 conclusions 212:11 conditions 127:18 128:25 152:19 conduct 206:17 conduit 26:15 confidence 140:10 confidential 13:4 85:9 222:2 224:24 226:1 228:7 241:3 confidentiality 13:4,6,9,10 225:1 confirm 8:22 128:16 146:25	152:23 193:14 confirmed 106:20 confirms 61:14 confused 242:6 243:25 confusing 171:10 congratulations 98:16 conjunction 108:23 240:13 connect 230:20 connection 183:17 183:23 189:16,17 189:18 191:2 217:3 219:20 242:11 consent 8:2 consider 171:5 212:23 213:25 215:14 considerably 69:3 197:23,24 considered 41:18 48:16 79:21 85:9 114:22 170:13 225:25 considering 181:10 197:2 214:1,10 constant 28:20 constitute 78:21 constitution 81:17 consult 20:10 46:12 210:24 consultant 26:9,12 26:22 28:1,17 consultants 154:22 consulted 87:18 179:23 188:21
---	---	--	---

[consults - covered]

Page 12

consults 179:2	contract 39:21	correct 17:3 18:21	241:10,14,21
consume 29:6	60:24 74:6,12,15	21:12,14 23:4	246:17,20
consumer 34:24	74:20 75:2,3,5,6	36:5,9 41:6,13	count 79:22
108:21	75:18,20 77:23	43:21 47:17 49:24	135:18,20
consumers 161:7	126:4,7,9,11 149:8	81:14,21 90:20	counted 235:15
211:5	149:12,14 154:3	93:15 102:23	counterpart
contact 28:20	199:9,24 204:8	106:21,22 107:11	160:13
99:10 206:16,17	206:15 221:10,11	109:11 116:18	couple 18:2 21:21
206:18,19,20	221:12,19 222:1,4	119:8 123:11	22:12 105:19
218:24 219:1	contracted 73:17	124:18 125:23	133:25 237:16
225:7 242:23	contracts 35:18,20	134:13 144:22,23	242:3
contacted 206:22	35:22 54:5 55:6	145:6,7 160:4	coupon 161:12
217:14 218:2	83:12	166:5,17 167:1	coupons 161:6
240:15	control 48:11,20	181:18 185:23	course 12:24
contacts 89:14	49:2 214:4 246:24	188:24 200:21	14:22 24:3,25
99:9 145:17	controlled 48:12	203:11 212:9	31:8 40:7 66:25
223:22	80:25	228:3 240:24	79:6 96:21 98:22
contain 30:20	controlling 48:11	corrections 245:4	107:2 108:6,16,20
90:10	159:22 180:5	correctly 48:12	court 1:1 2:5,7 7:8
contained 93:6	conversation 10:8	54:8 60:10 77:16	7:12,18,19 8:10,15
147:14 226:2	51:21 154:17	81:10 84:2 130:13	10:5,12 12:6
containing 22:18	183:25 184:4	152:21 166:11	13:11 14:8 27:10
22:22 204:23	220:7,18	171:3 173:9	73:20 100:18
213:18	conversations	cost 36:21 42:3	204:2 246:3,25
contains 224:23	19:25 20:3,20	90:18 96:9 137:11	courtesy 10:16
228:8	copay 42:25 170:4	144:4 159:13	courtroom 9:15
contending 72:9	171:5	160:12,15 163:10	cover 125:15,19
content 22:6	copayment 160:20	163:11,23 232:10	125:23 174:14
contention 73:10	165:21 167:3	232:22 233:6	coverage 25:1
contents 46:3	168:5,21 169:6,20	costs 86:3,10 87:4	41:17 77:25
89:21 113:3	170:1,18 171:7	124:8 131:14	100:25 105:22
continue 80:16	copayments 36:23	171:20	109:5 148:4 153:5
181:12 216:7	152:18 159:16	counsel 3:10 7:5	164:19 165:7
continued 4:1 5:1	160:2 162:21	7:15 8:1,19 18:4	166:16 178:14,15
149:13,19 150:1,8	167:20 168:7	19:21,24 20:20,25	185:21
181:2 214:22	copays 167:22	21:8,10,11 25:6,23	covered 41:18
215:7	copy 18:5 81:6,7	31:11 87:13	50:7 51:11 75:15
continues 64:17	82:4 89:1 127:23	141:24 188:15	83:1 146:15,21
continuing 71:15	221:25	217:14 218:16	152:16,24,25
continuity 208:10	cor 193:7	219:19 223:3	153:2 159:12
		224:17 225:19	160:15 166:8,9

[covered - define]

Page 13

167:14 168:11,16 169:7 173:4 175:20 206:4 220:21 covering 24:4 198:5 covers 120:1 cp 231:16,16 crain 3:9 crazy 161:4 created 180:14 237:13 creation 105:14 credit 102:25 109:20 111:17 112:11 130:9,21 132:6,17 133:3,5,6 141:12 183:12 195:19 196:23 197:1 199:20 200:11,13 credits 110:6 183:1 184:8 195:18 196:7 197:12 199:17,19 202:23 creep 11:1 crew 91:2 cross 3:3 6:6 15:9 15:16 25:1 26:19 119:2 187:16,17 187:23 188:1 242:1 crossing 28:14 crossover 118:13 118:20 csr 2:7 246:23 culbertson 4:10 curb 115:3 curious 163:13 194:18	current 98:19,20 225:24 currently 132:22 142:14 190:2,3 custom 27:23 customer 28:21 38:7 42:15 99:3 118:12 140:4 144:19 200:18 221:15 customers 26:15 35:14,16 36:6,12 129:21,25 144:21 181:11 182:1,7 185:11 203:18,20 203:20 208:11 customized 172:2 cut 43:18 141:17 cv 1:2 cvs 135:12 171:21 240:12,14,16,23	date 47:1 64:22,24 70:1 123:13 148:15,20 184:22 184:23 185:18 199:16 201:23 223:4,13 229:15 229:17 230:19 238:23,24 239:5,5 246:14 247:3 dated 163:4 192:15 199:11 dates 30:22 223:10 224:12,13 228:21 240:20 david 3:9 dawkins 2:7 7:13 7:19 10:6 185:24 186:4 246:3,23 dawson 10:6 day 10:24 11:14 21:19 28:19,19 32:21 101:6 125:10 127:12 136:1,3,10,10 147:18 167:20 168:7 228:1 245:13 247:22 days 25:19 129:24 dc 239:22 240:11 deal 99:13 dealer 37:8 119:16 dealers 1:4 4:19 16:10,13,19,25 24:9 38:1 40:1 42:12 122:17 165:10 172:2 218:7 dealership 95:15 119:15 150:5 dealerships 16:16 238:11	dealing 28:25 69:18 151:19 152:9 207:5 deals 24:20 127:15 dealt 62:24,25 december 217:21 decide 36:22 decided 24:14 137:2 180:12 decides 154:10 deciding 14:10 154:8 155:3 decision 24:12,15 155:5 158:4 180:10 decisions 154:4 155:17 156:13,16 156:22 158:11 deductible 36:23 37:9 108:12,14,19 108:22 144:1,2 165:6,12,13,14,16 166:3,9,14,15,24 167:11,13,24 168:2,10,12,15 169:3,4,5,25 170:3 170:6,8,8,9,10,19 171:2 deductibles 108:17 152:17 defendant 4:3,9,14 4:19 5:3,8 defendants 1:18 3:11,17 5:13 29:9 31:21 32:6,7,18 241:13 defense 7:5 8:7 12:2 241:9,14,21 define 35:22 50:10 79:13
--	---	--	--

[defining - disposal]

Page 14

defining 36:17 51:6 definitely 143:22 definition 48:6,8 50:2,4 61:12 78:16 121:7 definitively 31:23 225:18 degree 222:10 delineate 105:4 delta 22:17 111:13 dental 92:15,16 117:23 194:2,6 197:24 204:5 department 46:24 dependent 36:4 109:5 deploys 100:12 depo 36:14 78:13 94:24 156:10 158:21 178:21 215:17 deponent 245:1 deposed 18:20 deposition 1:20 2:2,4 7:4,10,21,22 7:23 9:8,12,23 12:5 15:10 21:1 25:8,16,18,23 26:4 27:7 29:13 54:21 59:17 75:16 85:3 86:20 87:17 99:18 133:11 169:11 208:6 222:23 239:12 242:5,7,11 242:16 244:19,21 245:4 247:3 depositions 27:15 derives 111:25 194:23	describe 20:19 30:4,17 37:2 89:21 124:6 125:5 133:15 137:2 203:14 244:3 described 103:11 127:20 130:5 describing 130:8 description 6:9 26:17 design 26:23 28:2 28:8 106:17 143:20 201:22 designated 13:3 15:7 designation 225:1 designee 15:10,22 18:20 detail 55:8 91:24 112:1 117:19 120:10 185:15 197:5,6,7 detailed 91:18 117:13,16 details 15:4 26:11 49:7 174:12 197:11,13 determination 154:2 determine 54:14 119:1 136:20 190:9 determined 191:8 236:20,21 develop 158:19 developed 112:22 131:16 132:4 147:21 development 112:24 177:3	develops 131:23 diabetes 141:5 diabetics 60:21,23 60:25 63:9 diagnoses 90:4 diego 3:6 differ 74:20 75:8 115:1 143:20,24 145:10 237:19 238:24 difference 55:16 56:8,16 57:17 58:6,15 59:10,14 59:19 61:3 115:14 156:7 239:5 differences 58:17 144:24 173:21 174:3,6 175:16 different 16:8,15 35:2 36:7,11,21 37:7 56:25 59:7 64:15 75:18 76:6 76:7 88:24 89:25 98:23 103:10 105:12 107:1 111:4 120:3 138:24 139:15 145:1,3 162:3 183:18 186:9 196:24 198:14 201:7,15 209:15 212:16 214:6,7 226:13 233:10,24 differentiate 22:22 differentiated 194:6 differently 158:14 differing 229:21 differs 103:14 difficult 10:13 31:9,11 65:25	89:5 131:3 diovan 110:21,22 111:5 direct 6:4 9:2 246:24 direction 246:25 directly 43:9 62:24 70:9 102:20 110:1 director 25:15,21 99:11 disabled 118:23 disappeared 71:13 214:14 discern 226:8 227:19 236:14 discontinue 151:11 discount 194:14 discounts 194:23 discuss 21:23 38:5 97:8 discussed 25:22,25 192:16 217:1 discussing 21:5 45:14 67:7 68:1 68:13,22 69:8 discussion 223:2 223:13 disease 90:5 151:8 152:7 dispense 136:12 172:19,20,25 dispensed 110:12 dispensing 55:17 56:10 58:18 136:8 136:10 233:11,14 233:20,24 234:1,2 234:8,12 235:8 disposal 105:13
---	---	---	--

[dispute - earlier]

Page 15

dispute 64:1	doing 9:18,24	209:11,14,18	207:25 233:25
distinction 163:2	10:10 14:13 15:8	213:9 215:18,23	234:21 235:6
distributed 147:20	33:1 38:19 41:6	216:10,15,24	drug's 175:24
165:9	83:13 84:7,8,16	222:12,16 223:16	drugs 15:2 22:18
district 1:1,1 7:8,8	109:22 111:22	224:19 226:3	22:22 62:1,3,14
diverse 35:9	114:14,15 123:8	228:12,15 231:9	63:1 107:5 109:25
doctor 39:17 61:5	125:18,20 206:12	239:19 241:5,9,21	110:12,19 111:6
93:9 143:7	206:13	241:25 243:14	119:11 137:10
doctor's 101:4,12	dollar 79:20 90:7	244:15	153:10 159:13,14
208:13	91:23 108:14	double 241:6	159:15,17 160:10
doctors 60:16,24	166:3 167:3 168:5	dozen 12:19	160:11,19 162:17
63:10	169:6 170:8	drafted 156:25	167:9,13,23
document 17:23	231:24 232:6	drafts 208:5	169:11 171:19
23:22 33:16,24	dollars 41:11,11	drawn 110:6	173:3 174:21,23
34:2 44:18,24,25	189:20 197:3	drew 3:19 8:6 9:5	175:10 177:3
45:2,14 47:21	door 33:3 40:5	19:16 219:1	180:18,25 204:24
51:1 56:5 65:11	dorner 3:19 6:4	223:23 225:22	205:14 217:9
65:21 69:15 70:24	8:6,6,17,24 9:3,5	242:22	235:23 236:5
72:2 81:13,15	18:13 19:17 27:5	drive 3:14	dtdorner 3:21
126:13 129:14	27:20 31:16 33:6	driven 34:24	duane 3:19
136:23 137:19	40:22 48:25 49:25	108:21	duanemorris.com
147:25 148:14,24	50:11,15,18,24	drug 1:16 6:17	3:21
151:10 153:6	51:2 54:19 57:6	48:16 49:12 50:8	due 136:20 137:3
155:9 159:22	57:14 59:25 65:23	51:12 53:25 55:12	137:13,24 138:1
164:24 170:23	67:6 68:6 71:21	55:18 56:10 57:17	226:1
178:15 184:21	73:19 75:13 77:5	58:18 76:20,24	duly 8:15
196:11 209:8	81:1 86:7 88:9	90:12,13 94:5	duties 74:20
222:15 224:6	93:17 97:2,4,10,20	104:21,25 105:6,9	duty 211:1
225:3,6 227:5,10	112:7 113:22	109:23 110:1,6,9	e
227:12,14 230:9	114:7 118:5 120:8	111:8,17 112:10	e 3:1,1 4:1,1 5:1,1
documents 12:18	137:18,22 142:7	113:4,4 128:16,18	5:10,15 13:24,24
13:6 20:13 23:18	144:14 151:4	131:9 136:19,21	21:13 32:9 77:14
25:6 26:3 31:15	153:14 159:4	138:3 139:4,21	198:19 246:1,1
38:17 54:15 65:22	164:16 166:18	152:24 161:12	earlier 23:22 33:4
75:12,13 120:20	172:11 177:13	168:16,21 171:20	51:19 52:2,10
126:19,21 148:12	178:22 182:24	173:2,3,7,10,11,17	63:9 70:22 100:25
149:2 151:1	184:13 185:24	173:22,23 174:4,4	117:19 121:6
184:15 187:11	188:14 189:9	174:7,8,9 175:6,17	126:19,21 145:8
202:13 212:1	192:13 195:5	175:17 176:13	148:6 153:13,22
223:19 225:15	196:13,20 200:22	177:11,12 178:5	163:1 173:7 184:1
226:8,9,10	204:15,21 209:2	193:3 197:9	189:12 195:25

[earlier - evidence]

Page 16

200:3 202:17 219:9 243:17 early 33:2 91:3 116:13 242:4 earners 62:20 easiest 201:9 east 33:8 96:24 echo 77:14 edit 107:9 edits 82:10 202:4,5 educate 165:11 184:25 educated 110:18 effect 24:5 54:10 64:12,17 65:6,18 66:4,12 67:14 70:15 72:4 117:1 123:1,15 126:15 127:21 138:13 148:9,14 170:22 177:19 180:23 effective 24:8 68:17,22 70:1 123:13 127:10 159:13,13 165:3 212:24 243:9 effectiveness 154:23 efficacy 212:1 efficient 181:25 effort 55:3 165:11 efforts 99:25 103:6 201:7 212:10 217:2 eight 20:25 127:12 150:13 217:23 either 12:1 19:23 25:23 26:1 30:13 31:11 54:15 62:24 87:9 93:13 98:3 107:3 108:2 110:4	110:15 118:23 120:16 125:10 135:8 139:2 143:12 155:1 169:7 173:13 175:24 183:6 200:9 213:16 218:16 224:14 240:20 244:1 el 3:6 electronic 117:13 elements 184:24 233:6 eligibility 149:13 149:19 150:1,8,18 150:22 eligible 111:7 116:7,9 118:23 119:25 150:5 eliminate 70:23 231:5 eliminates 69:23 elizabeth 4:21 ellie 8:20 226:23 241:22 email 6:20 14:19 14:22 208:2 209:18 218:6 220:3,17,21 221:9 222:18 emails 21:6 31:10 31:19 embden 13:20,22 embrel 92:19 employed 119:14 employee 16:15 41:4 95:15 150:4 186:14 246:17,19 employees 35:25 36:22 38:7 144:4 165:11	employer 136:20 137:14 144:6 145:12,13 employers 36:22 144:1 enabled 199:25 encounter 9:6 encourage 159:12 encouraged 160:6 ended 77:25 127:11 ends 244:18 enlarging 72:12 enrollment 29:3 ensure 106:9 ensures 62:13 enter 39:15 entered 13:10 88:14 225:25 enters 39:19 40:24 entire 153:15 entities 32:12 58:16 212:21 entitled 2:4 69:13 entity 16:2,6,9,14 16:18 48:11 163:12 envision 62:18 envisioned 60:14 equals 106:21 equinby 4:23 equip 206:14 erase 171:16 eric 187:2 errata 245:5 247:1 escapes 121:1 esi 58:25 59:3 195:18,20,25 196:23 197:12 240:12,13,16	especially 21:1 esq 3:5,5,9,13,19 4:4,5,10,15,21 5:4 5:9,15 essential 6:17 107:4,19 108:1 173:3,6,8,11,16,20 173:22 174:4,9 175:6,17 176:4,7 176:18 177:3,11 177:23 178:1,5 essentially 51:10 essentials 178:7 establish 61:20 62:8,11,21 63:5 70:8 established 67:8 establishing 73:7 73:12 establishment 73:1 estimate 111:19 112:12 estimated 111:17 112:10 et 31:2 36:23 40:25 71:19 83:18 98:23 111:2 178:18 208:9 243:10 247:2 europe 116:6,9 evening 161:15 event 117:1 132:2 133:2 212:15,17 212:20 eventually 219:12 everybody 13:2,7 33:14 97:21 172:21 evidence 178:14
---	--	--	--

[evolved - familiarize]

Page 17

evolved 98:22,24 108:8 164:5 exact 31:6 exactly 44:8 53:4 53:19 56:7 208:23 232:5 exaggeration 101:6 examination 2:3 6:4,6 9:2 18:4,6 242:1 246:8 examined 8:16 example 35:12 52:2 60:20,20 62:12 63:9 77:20 77:22,24 78:6 95:11 100:24,25 103:20 107:17 112:20 114:25 115:9 116:4 119:13 129:22 131:4 132:20 135:11 145:14 160:11 166:20 167:1,5,25 169:24 176:1 232:9 examples 115:23 133:25 188:6 excel 6:21,22,23 6:24 224:18 exception 12:10 exchange 230:17 excluded 110:15 exclusions 152:18 excuse 10:6 49:13 54:2 91:6 102:22 127:16 142:10 145:5 210:5 235:15 executed 65:7 66:9 120:21 123:1	executive 99:2,11 exercise 150:7 exhibit 6:10,11,13 6:14,16,17,19,20 6:21,22,23,24 12:22 17:18 32:24 33:15 34:8,16 44:16 57:22,24 67:19 104:14,14 104:15 120:4 127:1 136:16 141:22 147:23 164:17 171:15 177:5,6 178:6 179:16 184:14 191:14 192:7 193:20 199:8 202:21 219:15,22 219:23 222:22,23 223:17 224:5,15 225:16,16 226:13 226:15,17,24 227:17 228:4,7,18 228:18,21,25 229:1,25 231:10 231:12 236:12 241:3 exhibits 6:8 12:20 208:8 226:22 236:11 exist 161:13 179:13 existed 213:11 exists 46:1 expand 221:6 expanded 109:7 expect 45:25 46:20 60:23 72:18 124:11 179:9 185:16 229:2 233:15	expected 129:23 expecting 102:14 expense 93:23 expenses 207:5,15 expensive 160:19 experience 94:9 161:11 expert 215:16 232:15 233:1,2 expires 245:20 247:25 explain 28:15 122:21 148:2 156:7 165:5 174:6 186:23 220:25 221:5,18 explained 117:19 129:6 explains 165:20 explanation 187:8 197:25 198:1 explicit 109:21 167:24 168:4 explicitly 64:4 exported 230:17 express 4:3 24:5 49:10,19 59:3 71:17 73:16,24 74:5,7,19 75:5,18 76:3,9 105:20 106:4 113:17 116:15 120:24 121:11 122:4,19 122:20,24 123:6,8 180:9,12 181:2 190:12,22 195:25 205:21,23,25 219:3,4 221:10,13 221:20 222:1 243:3	extend 119:11 extended 65:9 extensive 72:17 extent 19:3,5,15 20:8 29:11 40:12 47:25 133:14 211:16 241:2 extra 62:15 220:20 f f 4:21 5:9 246:1 fact 42:11 82:5 92:14 93:4 122:4 145:1 150:3 160:13 164:6 176:6 195:20 222:22 factor 231:24 232:12 factors 233:22 fails 130:4 fair 11:11,12 17:16,17 20:1,2 34:5,6 44:1,10 79:12 162:10 166:13 207:3 243:11,12 faith 111:19 112:12 fall 36:19 209:25 falls 69:18 familiar 16:8,18 26:22 28:1,8,10,13 34:8,10 45:10 55:22 72:2 137:12 147:24 164:20 184:17,19 227:5 231:18 236:25 237:2,7,21 familiarity 208:11 familiarize 22:5
--	--	--	--

[family - forms]

Page 18

family 166:1 fantastic 98:11 far 9:18 46:25 76:17 151:17 174:20 199:6 201:19 204:10 fast 123:12 138:23 fda 179:13 february 70:7 72:5 127:10,25 198:10 199:11 federal 15:10 fee 55:18 56:10 58:18 124:1,4,13 124:16,20 125:3,6 125:15,19,22 126:14,16 143:3,5 143:6,8,15 186:23 187:3,9 188:16,21 194:14,22,24 195:12 201:17 203:21 233:11,14 233:20 234:1,8,12 234:22 235:8 feeds 39:20 feel 12:8,22,23 17:21 54:1 69:21 129:14 136:22 150:10 163:20 fees 124:12,19 126:3,3 130:11,23 186:17 187:22 188:3,4,5 195:8 197:22,22,23 198:4 200:25 201:1,6,20 202:10 234:3,21,23,25 235:8 fiance 25:21 field 213:2	fifth 159:20 fighting 168:24 figure 91:24 215:2 240:11 figures 232:6 filed 7:7 29:9,15 29:24 31:21 101:4 files 181:4 filing 179:13 fill 38:24 39:7,16 39:24 41:8 42:10 115:6 140:6,20 162:20 163:9 172:14 215:4,5 230:19 236:22 240:20 filled 30:21,22 90:18 93:11 197:9 234:7 235:23 238:24 239:2,5 filling 141:1 fills 52:12 236:14 filter 231:2 finally 141:22 financially 246:20 find 31:8,18 46:6 46:22 66:20 86:18 89:3,10,12,22 101:2,8 106:13 126:21 133:15 152:15 222:3 238:22 fine 10:18 12:16 17:10 19:17 27:24 33:6 64:1 67:20 69:5 97:2,25 129:8,15 162:14 169:1 201:12,13 204:15 209:21 211:10 222:8	finish 96:17 155:14 204:11 233:1 finished 59:1 155:19 firm 21:13 94:18 95:4,16 first 9:11,24 34:18 38:25 42:7 52:4 52:25 63:22 68:11 83:10 88:17 104:17 123:19 126:14 127:19 128:24 129:8 130:13 136:18 142:9 148:3 151:8 152:15 153:6 159:19 162:15,18 170:9 171:1 177:9 178:3 183:3 185:1 189:1 193:6,19,20 194:1 198:10 199:7 201:20 202:8,15,22 203:6 204:22 205:3 217:13 221:2,9 223:22 229:4 241:10,12,13 242:5,23 fits 37:1 fitting 239:22 five 57:5,6 66:24 177:7 182:14,16 204:13 flag 213:2 flaherty 4:20 21:14 218:19 flip 12:22 17:20 130:1,2 floor 4:11	flow 141:12 fluctuate 86:4,11 87:5,19 fluctuated 86:25 87:7 focus 36:25 48:6 50:2 77:9 82:19 130:2 149:7 153:9 222:18 focused 111:14 202:22 folded 126:23 188:16 folks 70:15 71:14 96:24 105:19 follow 45:7 98:12 156:5 167:22 followed 45:6 following 97:16 218:22 221:14 follows 8:16 followup 14:9 38:3 foregoing 245:3 246:11 forgive 26:10 form 43:19,21 53:13 54:20,20 68:25 70:11 73:24 75:22,23 80:6 84:11 85:21 86:6 86:12 94:15 104:4 113:15,17 129:16 130:9,21 131:19 133:3 139:6,23 141:13 196:14 237:10 formatting 184:21 184:22 forming 179:16 forms 125:13
---	---	--	--

[formularies - getting]

Page 19

formularies 24:20 25:2 105:12 107:1 109:13 146:14,23 147:9,13,17,19 153:23 157:14 158:19 173:5 174:17,18 176:17	223:24 frankly 67:10 fraud 150:23 free 12:8,23,24 17:21 54:1 124:10 129:15 136:22 163:20 217:9	137:21 139:6,10 139:15 146:17 149:21 154:13 155:7 156:2,9 157:2,24 158:20 160:8 169:9,13 173:24 175:2 178:8,20 179:4 180:1 182:17 188:12 191:4,15 191:19 192:8 196:9,16,22 198:6 204:12 206:7 207:6,13 209:3,6,9 213:1,5,8 215:15 215:20 216:1,13 217:16,19 221:21 222:5 232:14,25 235:10 237:12 239:17,21 241:7 241:15,20 242:2	gain 20:8 games 120:9 gap 140:5,6,21 141:1 144:6 gather 133:13 222:20 gathering 30:8 gcoan 4:12 general 27:1,2 41:14 78:6 90:3 100:21 127:18 128:25 160:22 174:7 generally 11:14,21 12:13 20:19,21 27:11 30:4 38:5 45:10,12 49:16 60:12 64:3 108:5 109:13 126:10 142:19 143:17 147:11 160:11 164:21 168:9,17 168:18 177:2 206:3
formulary 104:21 104:23,25 105:6,9 105:14,23 106:10 106:17,24 107:4,4 107:6,16,18,19 109:16 146:20 147:2,4,5 154:9,11 155:1,2,13,18 156:25 157:22 173:20 174:21 175:1,19,25 176:12,14 177:24 214:1,4,10,15,16	front 14:15 75:12 131:24 187:8 208:11 218:5 frozen 144:9 fulbright 5:4 fulfill 223:7 fulfilling 221:4,7 full 8:11 10:9 70:24 103:3 117:20 136:18 162:16 175:8 228:8 243:16	fully 49:8 144:18 144:22 200:6 203:18,20 function 149:5 functions 154:18 202:11 funds 102:21 191:2 furnish 104:20 105:5,6 further 7:24 111:13 133:13 174:12 180:13 186:17 198:2 244:14 246:11,16	generically 143:14 222:9 genesis 105:13 geoffrey 4:10 germany 116:16 gerra 203:25 204:1 getting 10:23 41:6 52:22 57:3 65:17 65:17 78:20 96:25 107:23 116:11 121:18 133:10
forth 62:8 111:18 112:11 130:7 219:15 246:14	fuller 3:5 6:6 8:8,8 18:9 19:14 26:25 27:6,17 28:3 31:13 33:1 36:13 39:10 40:20 43:2 48:22 49:4 50:9 50:16,21 51:1,3 54:17,22 56:3,21 57:2 63:19 64:6 64:19 65:11,20,25 66:13 68:4,8,25 70:11 73:4 74:22 75:10,21 76:1,11 78:9,12,23 80:6 84:9 85:21 86:5 86:12,21 94:15,22 96:19,22 97:3,6,9 100:20 104:4 112:6 113:15,18 121:15 122:7 129:3,16 130:24 131:21 137:4,16	fyi 205:15,19	
forward 49:19 64:15 71:17 123:12 230:7	four 37:7,12 66:20 142:13 147:4 177:12 178:22	g	
found 19:11	fourth 115:21 222:19	gagney 99:16,20	
foundation 43:3 74:23 75:11 76:12 130:25 157:25 158:21 173:25 175:3 178:9 180:2 191:5 213:2 233:2 235:10 237:11	frame 108:21 133:22 205:8		

[getting - ground]

Page 20

220:22 241:7	106:14 108:10	63:6,7,8,10 73:1	196:9,10 200:6
gist 31:3	109:14,15,19	73:12	202:20 204:10,16
give 10:18 15:23	111:12 113:22	goes 19:25 38:24	215:1,15 216:17
15:23 16:5 26:17	114:9 115:5 117:9	39:6,13 41:2	218:11 221:14
60:20 65:23 71:21	117:24 119:17	46:11 47:13 52:11	222:10 225:20
95:11 98:21	122:8 123:12,23	52:16 69:15 70:2	226:23 227:24
100:24 102:25	124:21 127:7	90:9 98:9 114:18	231:13,14 232:14
109:20 112:20	129:4 130:1,6,25	137:11 141:15	234:7 235:3 236:6
114:25 132:6,19	131:6,6 133:9,25	170:4 175:12	237:4,13 238:22
160:13 171:13	134:19 135:23	232:6,21 233:9	240:20 241:16
176:1 222:8	136:14,19 137:20	235:14 239:2	golf 231:11 237:18
225:19 241:18	138:13 141:25	240:12	good 7:1,18 9:4
242:15	143:7 144:9	going 7:2 8:25,25	11:18 17:6 45:19
given 9:8 21:1	147:12 148:14	9:19 10:12 11:3	77:2 111:19
46:25 59:20 90:8	149:6,10 151:4	11:10 12:1,15	112:12 127:2
100:25 141:13	152:13 153:4,7,7	14:7 15:14 16:5	180:22 211:24
158:17 196:17	153:11,11,17,21	18:2,20 19:14	235:24
197:13 199:14	154:10 159:5,7,8	23:17 25:16,20	gosh 99:5
233:13 235:7	160:9 162:8,12	26:25 27:1,25	gotcha 35:24
giving 10:15 12:3	164:17 166:1,20	31:13 33:9 34:4	53:23 102:9
25:16 29:12	167:6 168:24,25	35:4 36:13 39:10	239:15
glass 204:13	169:21 171:17	40:6,18 46:21	gotta 57:3
glitch 144:16	174:7 177:4,5,6,17	48:1,23 49:1 56:3	gotten 185:17
go 8:17 9:7,7	180:4 189:9	57:8 61:20 64:4,6	242:6
10:17 11:10,22	192:13 193:5,18	64:15 67:1,11,23	government
13:15 18:3 20:21	196:7,18 197:20	78:9,24 84:8	211:13
21:15,18 23:15	198:17 200:23	86:21 94:16,22	governs 81:16,18
24:17 32:24 43:16	202:19 213:5	96:23,24 97:11	granular 185:14
43:20 44:15,16,16	215:20,23,25	100:20 105:24	185:17
45:4 47:18 49:25	216:15 220:1	106:24 107:10	gray 166:22
50:1 58:1 61:11	221:8 222:12	116:10,16 120:24	great 9:18,24
61:18 63:21 67:18	223:8 229:13	127:2,9,14 131:25	10:11 14:13 17:18
67:18,20 69:1,10	231:9,10,13,16,16	133:5,24 134:17	20:3 22:21 23:2
69:10 71:5,22,22	232:7,9,23 233:3,6	136:16 137:1	28:14 41:14 127:7
72:7 75:16 77:5,8	234:21,23 235:9	142:1 144:9	204:2 225:12
81:1 82:12 86:12	235:21 237:17,23	145:18 146:24	231:9
86:23 88:9,11	237:24 238:21	147:1 164:8 169:9	greenberg 3:13
89:12 93:17 94:12	239:12,16,22	172:22 173:24	grew 182:11
97:10 99:24	241:10,12 244:18	174:23 177:5,17	ground 9:23
100:18,22 101:25	goals 60:7 61:20	178:8 182:18	103:25
104:17 105:18	61:24 62:4,5,10	183:13 190:3	

[group - hospital]

Page 21

group 1:16 6:13 53:11 145:12,13 148:13,18 187:10 229:21 238:1,3,7,7 238:9,10,14 groups 98:23 141:13 grp 237:24 gtlaw.com 3:15 guarantee 128:13 128:14,24 129:2,5 129:25 130:5,9,12 132:3 136:7 137:8 140:3,13,14,16 guaranteed 131:15 140:4 guarantees 127:15 127:20 128:2,5,5 129:13 130:18 131:10 132:5 133:4 136:21 137:8,14 138:16 139:4,22,25 140:1 guess 18:23 20:18 21:16 29:19 32:24 41:22,23 52:22 54:15 80:9 81:2 83:22 111:4 119:7 120:5 121:15 125:4 128:23 130:15 131:5 133:3 134:17 135:10 136:4 137:25 139:1 140:22 150:6 151:16 158:13 168:4 169:19 170:1 171:5 176:1 177:25 178:3 180:19 186:18 190:11,12 199:11	199:23 205:20 221:18 225:24 227:8,25 230:13 235:15 236:7 guessing 79:19 guys 33:1 57:2 96:22 h h 32:9,10,10 h.j. 1:10 4:9 h.v. 6:16 h26 109:7 habit 17:13 half 62:15 97:4 halfway 194:19 231:13 hampshire 195:12 hand 121:25 handle 80:13 191:11 192:1 handled 83:19 handling 76:19,24 haniford 171:21 happen 32:23 56:12 94:2 107:10 138:14 140:8,12 148:14 170:21 205:6 209:4 210:19,20 227:7 happened 120:25 139:13 173:12,13 181:13,16 210:18 218:14 happening 128:5 202:1 218:11 happens 42:8 52:4 94:3 100:7 187:15 hard 135:16 harkins 1:10 4:9 harvard 1:16	hash 12:13 hate 33:2 57:2 hcra 192:24 headed 118:12 header 190:24 headers 237:1,9 237:14 heading 118:9 170:6 headings 120:11 health 3:3 7:4 15:8 15:15 30:20 34:22 34:22,25 35:1 37:1,5,7,10 108:22 129:18 169:2,15 169:17 207:21 240:5,13,15 healthcare 1:15 3:17 32:10 hear 12:1,4,14 20:20 28:5 97:24 98:2,4 209:9 heard 8:19 161:10 161:11 163:19 182:5 hearing 241:8 244:17 heart 90:5 heavy 89:12 heinz 5:15 held 7:10 239:11 help 105:3 156:18 156:19 161:18 163:18 165:11 240:10 242:15,18 helpful 239:15 240:10 helps 69:20 165:9 171:16 henry 4:15	hereinbefore 246:14 hetero 1:11 hi 220:5 high 31:1 37:9 38:12 79:12,13 90:25 100:9 108:21 124:6 168:12 higher 108:19 144:2 171:22 194:23 197:23,24 highest 26:16 highlighted 122:1 hinshaw 4:10 hinshawlaw.co... 4:12 history 98:13 hmm 53:18 81:19 120:14 188:10 232:8 hmo 35:2 36:8 142:22 143:18 hold 118:4 holder 35:23 holds 101:24 home 13:16,19 25:20 115:4 135:11,12 177:8 182:11 homework 54:18 196:11,17 hope 9:6 32:22 98:10 131:8 177:8 184:25 hoping 228:19 horrible 24:12 hospital 61:7 93:9 96:9 101:11 115:2 115:2 170:5,10
---	---	--	---

[hot - insider]

Page 22

hot 51:5 hour 11:15,16 18:18 33:5 96:23 97:5 127:2 hours 20:24,25 241:17 house 3:10 116:21 housed 147:21 housekeeping 8:18 hsa 36:8 37:10,13 108:23 142:15,21 143:18 152:25 huahai 1:11,17 3:17 32:8,10 huh 10:7 hundred 79:20 166:3 170:8 hung 48:2 hungry 96:25 husch 4:4 huschblackwell.... 4:7,7 hydrochlorothia... 33:23 hypertension 151:19 152:8,10 212:25 hypothetical 39:11 42:21 78:10 84:10 100:21 130:25 137:5	identified 107:20 identifies 91:19,23 91:25 identify 22:9 30:21 90:6,7 92:17,17 93:3,7,8 93:10,13 100:10 197:7,8 identifying 185:18 ids 229:15,18,25 230:2,2,16 illinois 3:14 imagine 115:11 immediately 42:5 impacts 107:20 important 21:19 impose 36:22 imprint 208:9 impurities 213:11 213:18 inappropriately 94:20 incentive 62:23 160:14,14 incentives 60:5,13 62:9 63:17 73:13 183:1 include 34:23,24 35:1 60:8 78:5 91:7,8,18 94:4 110:20,22 152:24 172:9 included 23:24 24:20 62:2 80:21 83:17 110:15,22 126:20 186:18 194:10 200:12 234:8 includes 76:15 78:17	including 82:15 83:4 152:20 153:16 159:14 incomplete 39:11 78:10 84:9 100:21 130:25 137:5 inconsequential 68:2 98:10 incorporate 81:8 incorporated 32:11 59:4 increase 108:17 144:2 independent 111:16 112:4,9 index 6:1 indicate 8:4 200:12 238:15 240:3 indicated 170:23 172:24 220:16 indicates 151:6 208:14 indication 117:14 indirectly 62:25 70:9 individual 165:25 individually 92:1 156:23 industries 3:11 143:3 industry 161:5 182:4 infinite 36:20 inform 42:18 43:13 information 23:9 23:12 30:19,21 39:19 40:15,16,24 41:1 43:6 57:1 85:8 87:25 88:6	90:1 91:8,14 93:6 104:10 111:16 112:4,9,14 132:25 133:14,18,19 158:17 180:16 197:17 205:12 207:24 208:16,22 210:15,17 211:14 218:13,20 219:3,5 219:7,12 222:2 223:19 224:24 226:1,2 227:14,18 228:9 information's 113:20 informed 200:16 205:5,25 informing 189:15 218:10 ingenio 49:8,10 71:18 74:12,13 76:2 116:15 132:23,25 133:19 133:22 180:13 181:3 240:14,16 243:4 ingeniorx 24:8 48:18,21 49:3,20 74:14,16,21 75:6 75:19 76:10 240:2 240:5,23 ingersoll 4:15 initiate 159:11,24 inpatient 170:5,11 input 107:13 inquiries 82:16 83:5 inquiry 96:19,20 inside 89:22 insider 156:8
i			
ibuprofen 92:20 141:4 idea 30:1 34:12 46:17,18,23 47:4 95:3 103:13 117:7 197:16,19 198:4 231:23 234:13 identification 39:14,15			

[insight - know]

Page 23

insight 228:20 instance 102:19 139:2 150:16,17 185:6 196:3 instances 234:11 instant 14:22 instantaneous 44:10,13 institute 151:7,14 instituted 152:10 instruct 12:11 instruction 27:12 insurance 1:5 6:13 6:14,16 16:10,13 17:8 24:10 99:22 143:9 170:16 203:17 238:4,5 insured 51:14 144:18,22 200:6,7 203:18,20 insureds 118:22 118:24 integrate 89:25 intend 22:25 34:11 intended 125:15 125:23 211:10 intending 125:19 intention 191:1 interactions 28:16 218:15 interacts 49:8 interest 69:14 164:1 interested 113:2 195:7 246:20 internal 242:17 internally 28:22 29:12 181:6 interpret 161:2 interpretation 222:6,7	interrupt 87:10 investigate 211:17 investigation 46:2 213:10,15 invoice 91:9,10 130:10,22 132:6,9 132:11,17,18,25 133:1 141:14 184:19 192:15 193:21 194:14 196:25 197:18 198:2 201:23 202:8 243:9 invoices 6:19 133:12,17 184:17 184:24 194:3,11 199:5,11 201:21 202:17 243:7,10 involve 23:17 38:4 38:5 40:13 152:1 159:16 160:1 involved 62:23 63:17 150:24 223:18 involves 38:7,8,9 38:10 109:23 involving 78:8 irbesartan 7:7 irrelevant 223:10 ish 9:6 11:15 issue 8:19 20:15 57:21 132:17 152:7 issued 139:23 140:13 148:24 230:24 issues 144:3 item 77:14 81:2,4 82:13 132:17 185:2 186:22 189:1 194:10	202:23 203:21 items 190:8 192:21 195:10 j j 32:9 224:3 237:24 238:1,17 january 64:13,15 jersey 1:1 2:8,10 7:9 246:5 jessica 5:15 jheinz 5:17 job 80:12 243:16 johnston 223:25 join 76:13 113:18 131:21 237:12 joined 74:24 joining 13:18,19 js 1:2 judicial 218:13 july 24:8 48:19 49:18,19 181:14 june 92:10 214:13 jurisdiction 158:11 k k 238:17 keep 8:24 10:10 12:14 18:2 22:25 40:5 64:3 94:16 102:17 111:5 130:15 177:13,16 204:10 208:10,10 231:12,13,14 keith 5:19 7:11 153:17 177:15 241:16 kept 103:19 kick 165:7 193:15 kid's 57:3	kidding 9:1 40:10 40:10 kill 115:11 134:14 kind 30:1 71:18 91:14 96:23 105:18 120:3 121:1 127:22 131:25 133:16,21 142:25 150:24 163:16 169:4 193:21 205:14 215:2 220:9,13 226:6 240:7 243:2 kinds 30:5 34:19 194:9 kira 5:4 kira.latham 5:6 knepper 4:4 73:23 73:23 74:24 75:23 76:13 84:11 113:16,16 131:19 131:20 knew 189:14 know 8:18 10:1 11:2,3,6,17 15:19 19:19 21:2,4,5 23:18 25:15 27:3 27:5,10,13,14,23 29:12 30:3 32:4 38:1,12,13 40:15 41:24 42:12 43:24 44:12,13,14,24 45:25 47:1,6,15 51:6 53:4,5,9,10 55:1,2 58:2 60:17 61:23 62:14 63:14 63:23 64:19 67:11 67:17 69:5 76:1 77:24 78:25 79:1 79:13,19 82:21 83:2,6 85:24,25
---	--	--	---

[know - level]

Page 24

86:17,22,25 90:3 90:15,17,25 91:25 93:3 94:24 95:7 95:14,16 96:4,7,10 96:24 98:9,23 100:4,13 101:8,13 103:1,2,18 105:4,5 105:5,5,11,18 106:9 107:16,24 108:5,6,10,18 110:4,8,25 112:1,8 112:19,20 113:19 114:13 115:7,18 116:4,8,20 119:1 119:16 120:11 121:16 124:24 125:3,13,14,25 126:2,3,16,18,23 127:18 129:18,21 129:23 130:17 131:2,23 132:19 132:22 133:12,17 136:6,9,24 140:9 140:13,15,16 143:7,25 146:9 148:14 149:24 150:2,11,12,21,22 151:25 152:3 154:16,17,18,22 155:2 159:25 160:17,19,23 161:5,11,25 162:4 162:9 163:6 164:4 165:8 168:2,5,20 169:15 170:21,22 174:18,20 175:9 175:13,15 176:11 176:17 177:22 178:11,24 179:20 179:21,24 180:5 180:19 181:3,4,7	182:10,11,12 183:11,15,20,25 184:8 185:10,18 187:9,11 188:2 192:11,12 193:17 195:20 196:12,16 197:2,6 198:10,15 200:15 203:3,5 205:10 207:14 208:4,9,15,24 209:4 210:13,13 212:13,22 214:12 218:12,25 220:9 220:13 221:3,3,24 225:12,14,15 226:15,16 227:7,9 227:11 228:17 229:10,11,13 232:13,16,16,17 233:21 234:16 235:6,12,13,17,24 236:2,6,11 237:14 239:7,9 240:8,8 243:22 244:4,6,7,8 knowledge 16:1,2 19:9,12 20:6,8,16 45:24 53:9 76:18 103:9 104:1,2 117:6 158:5 162:9 162:10 174:25 175:21 176:22 179:7,10 181:1 183:21 184:7,10 191:1,9,12,24,25 192:4,10 210:14 212:19 213:22,22 213:23,24 214:9 217:4,7 236:4,19 236:24 knowledgeable 15:7	known 61:3 182:3 202:5 knows 10:9 40:13 44:6 52:14 175:21 215:17 l l 2:6 4:5 81:2,3 229:21 238:14,16 238:19 246:3,23 lab 101:12 label 226:11 labs 1:11 lack 19:9,12 lacks 43:3 74:22 75:10 76:11 130:25 157:24 158:21 173:25 175:2 178:9 180:1 191:4 213:2 233:2 235:10 lag 199:18 language 82:20 83:24 151:2 laptop 14:15,19 large 28:21 90:6 largely 68:2 larger 35:14 136:8 136:12 late 193:12 latham 5:4 lauren 242:23 243:5 law 5:14 47:24 164:4,10 172:17 172:21 222:10 lawsuit 29:9,15,21 30:6,12 31:21 32:3,18 223:20 lawyer 239:23 lawyers 9:20 12:1 12:12 32:17	lead 44:3 122:14 133:21 leading 25:19 243:14 learn 103:20 143:2 189:2 204:23 232:20 learned 99:17 205:3,4 leave 84:18 115:6 115:8 116:6 206:10 leaves 44:5 leaving 116:7 left 42:25 67:7 120:18 121:25 127:1 137:19 144:16 168:20 182:15,15 190:8 207:19 211:19 230:1 233:18 237:18 legal 5:19 7:13 18:4 19:21,24 20:25 48:23 49:5 56:4 64:7,20 66:14,16 78:24 191:6 221:22 244:1 legitimately 150:4 letter 100:18 189:15 208:1,3,5 208:14,21,23 209:3,12 letterhead 208:20 letters 208:7 letting 27:23 44:24 level 26:16 31:1 38:12 60:18 90:12 91:1 100:9 124:6 129:20
--	--	---	---

[levels - mada]

Page 25

levels 144:2 165:12	listed 155:4 222:21	104:15 137:22 141:23 143:6	166:2,23 169:6 184:18 189:18
lewis 5:9	listening 13:2	153:7 202:5	194:1 238:16
lewisbrisois.com 5:11	listing 102:4 117:21 171:5	241:15	239:24
liability 7:7	lists 72:8	longer 12:21 67:21 186:1 221:14	losartan 7:6 247:2
liaison 26:18 82:15 83:4	litigation 7:7 192:18	look 21:5 31:5,23 34:7 47:20 51:4	lose 116:22
license 2:8 246:5	little 12:21 21:2 26:7 33:4 34:16	54:15 55:3 59:16	loss 150:19
lied 177:16	34:18 47:21 59:6	59:18,22 61:11	lost 115:23 163:16
lies 128:14	67:20 70:7 92:24	65:8 66:21 67:11	lot 26:14 38:11
lieu 7:24	98:12 107:23	68:10 83:10 89:6	59:22 79:14 89:25
lift 89:12	108:24 114:5	89:12 92:8,11	90:9 99:21 101:23
liken 117:18	130:6 133:13	118:2 121:20	109:1 164:5 193:6
likewise 14:18	134:2 135:14	129:14 136:16,17	227:18 241:11
limit 182:14,15	142:17 145:8	140:25 152:15	243:15
limitations 152:19	146:1 149:25	169:2 188:6 192:2	louis 4:6
limited 20:9 30:8 54:20 82:16 83:4	153:5,17 158:14	196:7 225:17	love 187:7
159:14,18 174:10	162:3 166:22	226:6 228:4	lovely 13:25
174:11 175:7	174:9 177:2,7	229:24 240:11	low 116:5
limits 201:3,9,14	178:5 181:20	looked 46:14 167:25 193:20	lower 81:3 115:20
line 132:17 136:7 149:11 185:2	182:25 188:6	199:6 200:2	160:12,20 163:10
186:22 192:20	204:4 231:14	202:16,17 209:7	163:23 226:14
194:10 195:10	235:3	209:13 236:11	lowered 171:20
202:23 203:8,21	live 140:15	looking 72:25 80:10 82:13	lucky 32:3
247:5	lives 36:3	104:16 129:8	lump 126:1 204:3
lines 68:7 115:12 120:21 150:22	llc 1:8,12,15,16 3:11,17 4:14	131:8 132:1 139:5	lunch 97:1,22
203:8 210:23	247:1	153:18 164:24	98:10
list 6:18 18:3 72:17,24 108:1,1	llp 3:13,19 4:10,21 5:4,9	167:9,12 190:23	luncheon 97:14,15
123:3 172:7 173:3	local 219:1	193:19 194:3	m
173:3,7,11,11,17	locate 31:12 46:15 244:9	200:10 202:12	m 4:10 5:15 13:24
173:22,23 174:4,4	lockdown 11:16	215:3 218:9	17:8 230:6,24
174:9 175:6,17,17	logo 208:9	219:24 222:3	231:5
176:4,7 177:3,11	long 18:17 24:18 41:18 44:3 50:3	225:5 227:19	m.knepper 4:7
177:24 178:1,5	66:23 79:15 91:15	229:11 234:25	ma 4:11 203:25
220:15 222:20	98:13 99:4,6	239:1,25 240:9	204:1
224:10		looks 13:16 71:7 118:3,7,16 123:14	mada 6:13,14,16
		123:18 165:2	17:7,10 21:7,11
			22:10 24:25 25:23
			25:23 28:10,16,25
			29:8,15,24 30:6,12
			30:14,24 31:11,21
			37:3,20,22 38:10

[mada - matt]

Page 26

38:24 41:4,11	149:1 151:4,17	42:11 102:14	190:11 205:17
42:4,5,9,12 43:7,9	152:25 159:21,23	122:17 129:18	206:22 219:2
43:13 44:4,22	159:24 164:3	145:25 150:12	237:6
47:10,22 48:5,16	168:10 172:13	156:1,6,15,25	managers 48:15
50:7 51:11,17	173:8,16 181:12	157:6,8,13,21	76:23 80:23
52:18,24,25 53:3	183:4 184:17	158:2,9,9,10,17	manages 104:25
53:12,12,12 56:18	185:5,6,7 186:7,8	163:7,7,21 165:10	managing 122:16
57:16,18,24 58:9	186:15 189:15,16	172:2,4,17,22	122:19
58:17,24 59:9	189:16 195:9,23	184:12 187:15,17	manner 8:3
61:12,18 65:3	197:13 199:10,16	191:11 195:11	168:18
66:5,7,9 67:19	200:1,6 201:8,21	203:14 206:25	manufacturer
69:1,11 71:22	202:4,9 214:17	207:2,19 213:23	211:13 226:11
76:20,25 77:5	216:6 217:14	214:3 218:7 236:8	manufacturers
78:18,21 79:5	218:16 219:5,18	236:24 240:5,14	109:24
80:14 81:1,24,25	220:2,4,25 223:3	240:15 244:2,5	march 68:17,22
82:5,8,10 83:7,12	223:14,19 224:11	maine's 35:16	70:2 72:4 95:15
86:2,5 87:14 88:9	227:9 229:8 232:4	158:11	95:19 123:15
88:23 90:21 91:9	233:11,24 234:20	maintain 81:5	126:15,17 127:10
91:18 92:4,9	235:6,16 238:5	83:11 104:21	127:25 128:10
93:17,24 94:7,8,12	240:2	maintaining 105:8	148:9,17,19,20,23
96:10 99:6,9,10	mada's 24:15	majority 190:23	148:25 165:3
102:21,24,25	29:21 37:1 49:13	making 43:2 54:22	178:2 193:23
104:15 105:6	49:14,23 81:20	62:17,17 155:2	229:7,22 230:5,10
106:21,23 107:3,8	142:10,18 144:17	213:25	230:12,25 231:4
107:12 108:8	144:25 146:3,15	man 51:4 216:14	marked 228:7
109:15 110:7,9	164:20 177:24	manage 29:6	241:3,6
112:21 113:23	214:15	80:17,18 171:15	marry 228:24
114:21 117:20,24	madam 73:20	managed 63:11	mary 230:6,24
118:25 119:6,7	mail 39:1 115:13	70:14 113:13	massachusetts
120:4,5 123:10,13	115:17 159:14	146:22	187:24
123:23 124:7,16	160:16,24 162:21	management 26:9	master 81:6,7 82:2
124:16 126:17	163:12 164:8	26:12,21 28:17	82:4
127:7,8,16,16	234:18	76:15 80:22 91:2	match 96:9 239:1
128:3,11,17,21	main 1:4 119:13	121:3 122:12,16	matching 95:22
132:9,12,24	119:16	151:8,8 152:7	materially 103:14
133:12 134:2	maine 3:3 4:19 7:4	180:10,11	103:15
135:3 136:15	13:20 15:8,15	manager 22:14	materials 179:2,12
137:3 139:3,7,11	16:9,9,12,17,19	23:23 28:1 58:24	179:22 232:11
139:19 141:12	17:1 24:9,14	74:9 87:4 98:22	matt 73:23 131:20
143:13 145:5,15	28:21 34:21 37:6	105:15 106:7	218:19
147:10,13 148:13	37:8,25 39:7 40:1	114:14 180:15	

[matter - modified]

Page 27

matter 2:4 7:6 8:18 20:6 27:15 31:17 38:25 111:10 113:2 135:7 matters 29:1 206:10 matthew 4:4 113:16 max 167:19 maximums 145:1 152:18 maybes 10:9 mayda's 37:1 mckesson 5:3 mean 19:4 31:1 40:14 55:5 62:18 66:15 78:14 79:13 79:17 83:2 87:10 90:25 94:14 102:3 104:8 115:16,17 121:19 128:9 136:9 137:7 143:5 143:14 146:8 155:16 156:12 160:15 168:5 172:16 180:4 181:1 185:1 186:11 190:17 198:9 202:3 228:13 229:20 232:18 234:10 235:17 237:9 meaning 15:18 90:15 231:19 232:11 240:22 means 25:19 42:16 236:3 246:24 meant 64:9 media 7:3 57:12 97:18 142:5	182:22 216:22 medical 6:13 43:8 52:19 92:14,16 93:8 108:7 117:23 119:10 129:19 148:13,18 149:9 185:20 188:23 189:7 194:2,6,16 194:21 195:2,15 197:23 203:10 204:5 medicare 23:7 118:13,20,24,25 119:3,5,18,21,22 146:9,10 202:23 203:4,5 235:19 medication 1:8 29:10 34:13 41:15 107:9,10 116:17 117:3 136:1 141:5 155:4 160:7 172:20 176:3,5 183:7,19 201:2,4 201:10 207:4 215:5,14 232:22 234:7 medications 15:2 22:20,23 23:25 33:25 34:1 70:10 85:19 86:4,11 87:5 110:14 115:24 140:23 154:9,10 157:12 161:8,23 172:15 174:15 175:12,14 175:20 183:2 200:12 206:4 222:21 231:3 meet 62:14 132:5 140:3,14 141:3,4 153:2 178:19,25	179:3 meeting 25:6 202:17 meetings 70:18 meets 130:4 member 30:23 38:24 39:13,22 41:8,10 42:2,24 44:5 52:11,13,15 77:22 78:6 91:3 95:5,24 96:1 101:17,18 102:1 109:15 114:18,20 114:23 115:1,5 116:14 126:10 137:10 160:15 164:7 170:15 185:18 186:13 187:14,18 215:3 229:6 239:2,14 member's 39:15 41:17 members 35:19 36:2 37:8 42:10 53:12,14 58:23 60:19 62:14 79:14 80:14 90:19 91:7 106:11 108:19,22 109:25 110:12 160:20 163:9 165:9 172:13 181:4 207:21,23 208:12 210:5,24 214:17,22 222:21 224:11 227:9 229:8 memory 220:19 mental 169:2,15 169:17 mention 188:20	mentioned 40:11 79:23 124:15 148:6 153:22 163:21 186:5 193:19 220:4 225:10 238:12 merchandisers 182:4 message 14:22 met 62:20 132:3 133:5 mgara 203:12,16 203:23 204:3 michelle 2:6 7:12 7:19 246:3,23 middle 11:20 48:7 195:9 222:18 231:5 mind 129:22 191:16 209:20 mine 89:9 141:18 minimized 70:20 minus 34:3 minute 33:4 48:22 171:13 177:7 minutes 51:22 66:24 97:5 182:16 204:14 241:18 mirror 108:15 missed 208:18 missing 45:15 misspoke 240:6 misstates 122:7 207:6 mistakes 189:3 mm 53:18 81:19 120:14 188:10 232:8 mo 4:6 modified 44:23,25 219:12
---	---	--	---

[mom - november]

Page 28

mom 135:15,17 172:8 moment 89:7 167:25 216:19 222:14 225:20 241:12,18 244:19 money 42:6,6 43:16 51:20,25 58:6,8,9 101:23 102:18 190:14 money's 103:19 month 91:15 92:22 116:6 126:4 126:6,7,9,10,11 132:10 204:8 monthly 38:10 91:12 months 62:12 127:12 199:19 montille 242:24 morning 2:10 7:1 7:18 9:4 91:3 morris 3:19 mortar 39:2 160:25 234:18 move 34:9 40:18 104:12 107:18 120:3 130:6 195:5 213:9 215:18,20 216:10,13 moved 142:13 173:11 190:21 228:11,12 moving 174:19,20 muddle 239:21 multiple 75:14 muted 97:23 98:1 mylan 1:11	n n 3:1 4:1 5:1 13:24 32:9 n.w. 3:20 name 7:11,19 8:5 8:11,12 9:4 110:19,20,21,22 111:5,7 135:15 160:12 174:14,14 175:10 185:18 224:1,3 226:11 247:2,3 named 2:3 names 175:1 narrow 134:3 231:6 narrower 144:6 nasty 100:18 national 107:4,18 108:1 134:16 135:1,4,9,18,19,20 145:21,25 154:4 155:6 156:5,12,21 157:1,6,12,23 158:3,8,10,18 171:24 173:9,22 174:4 175:17 176:3,6,18 187:4,5 187:7,20,25 nature 23:13 166:24 nc 4:16 ndl 7:9 ndr 237:24 near 141:23 154:1 necessarily 61:5 139:19 necessary 41:16 41:22 100:11 need 10:9 11:16 12:22 17:20 21:25	28:23 34:7 69:21 99:18 100:8 116:16 174:7,22 198:23 222:20 227:20 needs 15:18 29:4 62:15 117:2 187:16 225:1 negative 195:22 negotiate 82:23 113:13 negotiated 55:11 76:2,3,4 negotiates 54:5 55:6 negotiating 82:17 82:19 83:5,8,16 84:1,4,7 131:14 negotiation 84:18 84:22 negotiations 71:19 83:17 84:20 111:22 131:18 neighborhood 121:1 neither 246:16,19 network 83:12 134:1,3,12,16 135:14,25 145:10 145:14,16,16,18 145:18,19 194:14 194:23 195:1 networks 145:9 209:23,25 210:5 never 21:1 64:18 161:13 182:5 nevertheless 73:10 new 1:1 2:8,9 7:8 123:18,19 128:20 148:13,24 195:12 225:24 230:2,11	246:4 247:1 newer 121:24 193:21,22 news 161:15 nice 110:11 153:20 232:10 nine 150:13 nip 19:19 174:2 non 167:2 normal 10:8 12:5 normally 10:8 14:4 201:16 northwind 1:12 norton 5:4 nortonrosefulbri... 5:6 nos 10:8 notary 2:8 245:17 246:4 247:25 note 171:20 201:2 201:5,10 246:23 noted 128:25 245:5 notes 26:10 120:17 notice 18:24 33:21 104:3 111:20 178:21 187:13 195:3 197:23 216:9 228:20 242:16 noticed 236:1 notification 208:2 208:21 210:7 notified 78:1 207:16,20,23 209:23 novack 71:4 november 122:10 122:14 201:24 222:24 223:3,13 227:25
		28:23 34:7 69:21 99:18 100:8 116:16 174:7,22 198:23 222:20 227:20 needs 15:18 29:4 62:15 117:2 187:16 225:1 negative 195:22 negotiate 82:23 113:13 negotiated 55:11 76:2,3,4 negotiates 54:5 55:6 negotiating 82:17 82:19 83:5,8,16 84:1,4,7 131:14 negotiation 84:18 84:22 negotiations 71:19 83:17 84:20 111:22 131:18 neighborhood 121:1 neither 246:16,19 network 83:12 134:1,3,12,16 135:14,25 145:10 145:14,16,16,18 145:18,19 194:14 194:23 195:1 networks 145:9 209:23,25 210:5 never 21:1 64:18 161:13 182:5 nevertheless 73:10 new 1:1 2:8,9 7:8 123:18,19 128:20 148:13,24 195:12 225:24 230:2,11	246:4 247:1 newer 121:24 193:21,22 news 161:15 nice 110:11 153:20 232:10 nine 150:13 nip 19:19 174:2 non 167:2 normal 10:8 12:5 normally 10:8 14:4 201:16 northwind 1:12 norton 5:4 nortonrosefulbri... 5:6 nos 10:8 notary 2:8 245:17 246:4 247:25 note 171:20 201:2 201:5,10 246:23 noted 128:25 245:5 notes 26:10 120:17 notice 18:24 33:21 104:3 111:20 178:21 187:13 195:3 197:23 216:9 228:20 242:16 noticed 236:1 notification 208:2 208:21 210:7 notified 78:1 207:16,20,23 209:23 novack 71:4 november 122:10 122:14 201:24 222:24 223:3,13 227:25

[nucare - okay]

Page 29

nucare 1:12	78:10,23 84:9	231:3	46:2,11,16,23
number 6:9 16:15	86:22 94:23	october 1:21 7:3	48:10 50:19 51:18
16:16 20:24 29:9	100:21 122:7	18:5 77:25 78:1	52:21 53:7,23
32:6 36:3,11,20	129:3 130:24	101:1	54:22 55:15,25
39:16 45:1 47:20	137:4 146:17	offer 26:24 128:2	58:3 59:3,6,16,24
56:24 79:11,12	149:21 154:13	142:20,22 145:24	61:1,17 63:4,13
90:6,8,17 91:19	156:3 157:2,24	146:5,8,9 163:23	67:17 68:9,10,20
105:12 184:2	158:20 160:8	197:25 198:1	69:10 70:1,5 71:5
209:5,19 229:4	169:10 173:25	offered 28:11	71:12 72:15,24
230:21 231:1	175:2 178:9,20	36:11 108:13,18	73:9 74:3,11,19
232:10 238:1,3,7	179:4 180:1 191:4	143:13,19 147:3	76:4 78:16 79:4
238:14	192:8 196:10,11	offering 37:20,23	80:9,20 81:2,15,22
numbers 47:25	196:13,15,20	128:4	82:7,12,25 83:15
48:3 229:5,22	198:6 206:7 207:6	offers 142:19	84:19 85:1,15,17
230:23 238:10	207:13 215:15	145:23	87:2,16,16 88:11
o	217:16 221:21	office 82:22,24	89:1,5,11,16 90:21
o 8:14 198:19,22	228:15 232:15,25	101:12 167:2	92:2 93:18 94:11
oath 7:17,25 8:1	243:14	208:13	94:16 96:3,16
9:15	objections 8:2	offices 195:14	98:6 99:23 102:18
oaths 246:6	18:11 54:20	oh 37:11 40:2	103:3,13 104:8,12
object 18:10 19:14	obligation 140:5	67:11 70:17 80:15	105:1 106:12
48:24,25 68:25	obligations 130:4	87:10 88:10 93:18	107:8 108:4
73:24 75:21,23	141:3	97:22 118:10	109:18 110:10
80:6 84:11 85:21	observation	141:2 162:13	111:12 112:3,23
86:6,12 94:15	161:20	169:4 188:23	114:9 115:10,20
104:4 113:15,17	obtain 56:25 82:4	190:16 213:8	116:14,19,25
129:16 131:19	87:12 107:17,19	okay 8:17,24 9:11	117:9,24 118:7
139:6 156:9	117:3 217:2	9:18 11:13,17,23	119:4,19 121:21
237:10	obtained 22:3	12:15,24 13:15,18	123:23 125:18,25
objecting 196:19	23:23	14:4 15:1 16:21	126:8,12 127:4
objection 8:21,23	obtaining 131:18	17:4,18,21 18:13	128:7,20 131:5,7
12:4,14 27:1,2,11	136:1	18:19,23 19:6,11	131:12,25 132:13
27:19 28:3,5	obvious 237:5	20:10 22:21,25	133:2,9,20 134:14
31:14 36:14 39:11	obviously 14:5,14	23:5,15 24:17	135:1,10 136:7
40:22 43:2 49:4	34:3 105:12	26:3,18 27:5,16,17	137:16,20 139:8
50:24,25 51:2	135:12 227:18	28:9,24 29:8,18	140:11,19 141:17
54:17,19,23 56:4	occupied 98:19	31:25 33:21 34:7	141:21 142:17
56:22 63:19 64:7	occur 130:11	34:11,13 36:4,25	143:9,12,17
64:20 65:11,21,24	239:7	39:4 40:9,11 41:5	145:20 146:5
66:13 70:11 74:22	occurred 30:5	42:1,20 43:9,18	148:8 149:6,18
75:10,21 76:11	97:16 148:15	44:1,15,23 45:19	150:25 151:18

[okay - page]

Page 30

153:4,22 154:1,25 155:21 156:7,17 157:8 158:5 159:4 159:24 161:4,19 161:19,25 162:7 162:12 163:13 164:12,16,23 166:6,18 167:5 168:19 170:17 171:9,11 172:6,7 173:1,15 176:11 177:17 178:3,19 181:15,19 182:13 182:25 184:13 185:21 186:22 188:5,11 189:7 190:2,19,25 192:11 193:11 194:9,13,13 195:3 195:7,16 196:6 197:11,20 198:12 199:4,22 200:5,5 200:19 202:7,19 203:2 204:1,9,22 205:7 206:11,21 207:20 208:4,17 209:2,18,22 210:22,22 211:2 211:24 212:4 215:1 216:4 218:14,22 219:4 219:14 220:11,17 220:20,24 221:8 221:16 222:3,12 222:16 223:12,16 224:9,14,19 225:5 225:9 226:6,18,21 227:7,13,17,24 229:5,9,19,24 230:4,8,15,22 231:2,14,23 232:5	233:10,21 234:4 234:17,20 236:17 237:4 238:20 239:4,4,15 240:17 240:25 243:8 244:8,13 old 39:7 122:24 185:10 193:20 194:10 230:2,9 244:11 older 120:16 121:23 184:18 244:12 once 18:14 79:2 115:16,17 179:17 180:5 206:21 ones 31:6 113:6,8 201:10 230:4,5,6 online 109:14 193:23 onward 76:25 77:1,2 open 29:3 70:18 225:20 operate 156:14 opinion 215:16 233:1,3 opp 193:15 opportunity 146:25 147:12 options 37:7,9,18 59:22 145:22 146:12 210:11 oral 2:3 order 13:5,7,9,10 28:23 39:1 42:12 45:4 69:15 115:13 115:17 149:10 153:2 159:15 160:16,25 162:21 163:12 164:8	208:10 225:24,24 234:18 242:14 ordered 230:18 organization 17:15 organizations 34:24 142:19 158:15 original 64:9 67:18 114:1 120:16 121:23,24 originally 99:2 originate 112:14 originates 183:8 183:16 otc 159:15 outcomes 60:7 61:21 62:10 73:1 73:12 outline 171:16 182:15 outlines 64:24 outside 36:14 154:22 156:9 158:11 169:10 175:4 215:16 overall 30:7 overhead 136:11 overpayment 77:20,21 100:11 override 115:23 116:2,12,23 117:1 oversee 84:20,21 overview 6:15,16 165:1,5,8,16,18 166:14 167:12 170:2,24 171:1 172:8 overviews 172:1 owed 75:9	owes 41:11,11 p p 3:1,1 4:1,1 5:1,1 8:14 21:13 178:4 p&t 105:25 106:3 153:12 154:5,11 155:6 156:22 157:1,7,13,23 158:6,18 179:2,15 212:11,14 213:16 214:9 p.c. 4:15 p.m. 97:12 244:21 pa 5:10,16 pachios 4:20 package 88:16 89:17,23 90:16,22 91:1,6 92:9 packages 89:25 90:9 92:3,5 page 6:2,9 21:16 21:17 23:16 24:18 32:24 33:15 44:17 48:3,6 50:1 57:16 63:22 65:3 67:10 68:1,4 71:23 72:7 72:8 82:12 104:15 109:19 114:8 115:20 117:9,24 118:5 120:5 122:12,18,22 123:14,24 130:2 131:7 133:23 136:14,15 148:3 149:6 153:7,19 162:12,17 166:20 167:7 168:24 169:22 171:1,16 171:17,19 185:1 189:9,14,19 192:14 193:5,18
--	---	--	---

[page - pbm]

Page 31

193:20 195:6,7,9,9 197:20 200:24 202:19,20,21 221:8 222:13 247:5 pages 17:21 18:2 33:22 47:19 48:1 68:3,5,7 69:12 120:6,11 123:24 177:14 182:14,15 219:24 paid 22:10 30:23 30:23,24 44:2 47:11 50:3,5,6 51:10,13,14,15 52:15 53:14,24 55:18 56:11,17 57:19 58:1,19 59:11 60:6,8 73:14 78:3 85:18 90:12 91:4,20 92:1,12,21 93:5 94:20 95:21 96:4 96:11 100:14,16 101:10,16 102:11 102:23 103:1 114:24 125:8 137:10 166:9 185:19 186:9 188:17 203:5 231:25 232:2,4 233:7,23 painful 9:13 pair 228:24 paper 77:8 paragraph 50:4 57:25 61:19 62:7 63:15 65:2 104:17 132:1 136:18,23 152:16 153:10,11 153:15 159:6,20	161:1 162:18 paragraphs 68:5 153:19 162:16 paraphrase 160:23 paraphrasing 163:19 pardon 217:18 part 16:24 37:22 48:18 53:8 59:23 68:16 78:18 83:7 83:12 92:6 105:17 106:17 109:7 113:25 119:18,22 119:23 129:24 133:10 139:22 140:2 146:2,5,11 146:11 173:19 208:7 209:13,14 210:25 217:2,8 219:13 222:16 223:11 224:8 226:14 233:11,25 234:8 participant 92:1 150:9 participants 90:2 90:8 149:13,20 150:1 participate 16:25 participates 60:4 participating 7:20 162:19 participation 78:6 particular 18:11 19:10,12 26:23 28:8 29:4 42:9 66:18 82:24 90:7 90:12,17 93:7 95:18 110:14 138:2 140:22	164:19 167:23 190:24 195:12 205:8 232:19 236:22 238:11 particularly 28:15 parties 8:1 88:15 129:11 209:15 246:18 party 35:7,10,13 51:4 75:1,5,6 79:7 111:16 112:5,10 113:19 149:23 211:24 216:4 217:3 241:11 pass 96:13 199:20 200:17 240:25 passed 146:2 199:17 241:8 passes 132:25 patient 215:7 patricia 1:20 6:3 8:12 95:19 245:10 246:8 247:3,21 patty 7:5 40:21 213:6 220:5 pause 67:21 pay 38:14 39:22 39:23 42:4,13 43:9,10,14 52:4,6 52:25 55:12 58:10 84:15 101:6 102:3 129:23 130:7 133:5 143:8 169:17 175:25 176:5 181:2 186:14 194:15,15 203:17,18 233:11 payer 203:4,5 payers 35:7,10 paying 38:8 42:17 78:21 101:23	102:1 119:5,6,25 124:16 170:11 181:3 202:9 payment 42:1 43:19,21,25 44:6,9 52:5 53:1 95:6 101:19,19 102:5,8 102:12 113:4 130:3,9,21 132:2 133:3 136:20 137:3,13 138:6 139:3,23 140:20 140:22 141:1,1 151:9,24 152:1 199:21 235:7 payments 51:20 60:3,9 63:16 65:4 66:11 67:9,25 70:8 83:18 129:22 189:2 payor 202:23 217:3 payout 189:16 pays 42:3 52:13,23 53:3,13 114:20 176:19 186:15 194:22 203:19 234:20 235:6,16 pbm 22:10,13 23:23 24:1,4,9,11 24:15 39:20 40:12 41:2,2,5 43:5,10 43:11 48:19 52:16 52:17 58:13,15,20 58:22 59:15 63:3 63:12 70:14 71:17 72:9,11,14,24 73:10,15,17 74:4 74:16,20,25 75:3 75:20 76:8,14 80:2,25 83:25
--	--	--	---

[pbm - pharmacy]

Page 32

84:3,4,6,8,14,18 85:23 86:1,16,18 86:19 87:1,18,22 88:4,7 103:12,17 103:20,23 104:2,5 104:25 105:4,10 107:7,20 110:1,5 111:1,11,21,23,25 112:2,13,15,22,25 113:5 114:11 117:5,15 118:17 120:17,23 122:2 122:10,23,24 123:7 124:21,25 125:1,2,10,17,18 125:20 128:6,8,11 128:14 129:6,7 130:19,20 131:16 131:17,23 132:3,8 132:16 133:8,18 137:11,15 138:9 139:3,24 140:2,13 140:23 141:7,16 147:20,21 152:5 161:9,24 162:2,6,8 164:6 174:13,16 175:8,18 176:10 176:15 177:1 179:6,18 180:5 183:4,8 184:6,9 190:6,9 191:8,25 192:5 200:17,19 201:7 205:1,1,2,12 206:10,15,15 207:19,25 208:23 208:25 209:1 210:1,16,19,21 211:9 212:3 213:16,20 214:25 215:11 216:7 217:12 223:22	226:1 235:25 236:18,19,23 237:8,13 240:16 pbm's 63:4 80:3 80:12 104:7 138:4 211:1 213:22 pbms 49:10 63:6 75:7,7 76:6 80:5,7 80:13 83:19 84:16 85:2 179:25 180:23 183:23 190:9 pcpm 126:7 198:13 pdf 32:25 118:6 peaked 163:25 penalty 137:3,24 138:1,2,6,15,20,21 141:1 pending 11:21 people 20:11 25:20 56:25 pepper 3:4 percent 29:7 140:10,17 167:4 167:19 169:7,7 170:7,11,13,16 percentage 194:23 perfect 106:12 153:21 167:10 perform 77:15 105:2 129:19,20 performance 60:2 60:5,7,9,18 61:21 62:9 63:15 65:4 66:11 67:9,25 68:12,21 69:7,23 70:8 71:19 73:1 73:12 127:15,20 128:2,4,5,13,13,24 129:2,5,10,13,24	130:5,8,12,18 131:10 132:3,5 133:4 137:14 138:16 139:25 140:1,3,5,13,14 performed 49:12 79:4,24 117:14 125:16 performing 202:11 performs 125:14 period 29:3 42:10 49:15 52:20 71:16 73:16,16 74:7 79:15 82:3 87:1 91:4,15 102:6 110:8 122:15,18 123:6 127:24 150:9,13,13 152:11 159:18 163:5 190:1 195:20 198:9 202:13 219:11 220:15 227:16,21 periodically 104:22 permanent 229:6 permitted 88:13 person 7:25 39:1,6 42:21 46:24 93:3 95:17 101:8 116:4 116:12,20,23 119:20 133:16 136:12 150:4 166:2 230:9 personal 16:1 20:6 20:15 30:20 98:13 personally 28:9 29:14 45:20 138:19 139:2	persons 159:12 perspective 38:13 pertaining 129:9 pertains 188:23 pet 40:2 ph 187:2 pharma 1:9,9 3:12 5:13 pharmaceutical 1:17 3:11,17,18 32:8,9 109:24 117:2 182:4 pharmaceuticals 1:10,12,12,13,13 1:14,15,16,17 3:11 5:8 pharmacies 55:12 83:17 134:8,9,18 134:25 135:4,4 162:20,21,25,25 163:3,7,9,11,23,24 168:22 171:21,22 172:3,5,9 195:1 pharmacist 39:14 39:19 40:17,24 44:8 172:19 pharmacy 22:14 23:23 39:2,7,13 42:20,21,25 43:10 43:12,20,25 44:2,5 44:6 48:15 52:6,6 52:12,14,23 53:2 54:5,11 55:6 56:17 57:19 58:10 58:19,22,24 61:6,8 61:15 62:13 73:18 74:8 76:14 80:7 80:14,23,24,25 83:18 84:1,4 87:3 92:16,17,22 93:10 103:20 105:15,21
--	---	---	---

[pharmacy - point]

Page 33

106:1,6,8 108:8 114:14,19 115:5,7 115:17 117:23 121:2 123:25 124:4,13 125:4,5 125:16,20 129:7 134:1,3,9,10,12,16 134:23 135:6,9,13 135:14,15,19,21 135:25 136:8,11 145:9,10,13 152:4 152:6 154:19 155:11,16 160:25 164:7 178:16 180:15 185:20 188:20 189:5 190:10 194:2,6,17 195:15,17 197:3,8 197:25 198:4 199:1,7,13 200:12 202:24 203:1,6,7 204:5 205:16 206:10,22 208:14 209:23,25 210:5 210:15 211:13,20 212:5,6 219:1 225:7 237:6 239:2 239:10,13 phi 30:20 91:25 phone 13:13 14:1 220:21 physically 7:21 physician 82:23 210:24 physicians 178:18 pick 21:18 101:13 239:12,14 picked 21:21 181:3 picking 107:5	picks 114:19 picture 24:7 pictures 70:23 piece 59:23 pieces 77:8 pills 116:16 232:11 pilot 151:5,7,11,19 151:25 152:9 pkwy 5:15 place 14:1 27:15 53:6,10 64:11 95:6 105:23 106:10 133:1 172:18 202:5 229:22 246:14 placed 206:15 placement 175:24 176:12,18 227:8 plaintiff 1:7 232:3 241:24 plaintiff's 12:2 222:22 plaintiffs 32:17 241:22 plan 6:13 26:19,23 28:8 35:4,4 41:9 51:16 52:4,4,7 55:17 56:9 59:20 81:5,13,15 88:12 90:2,19 93:22,23 102:22,22 104:21 106:16,17,21 108:12,14 114:21 118:25 119:20 120:1 130:7,10,21 130:22 143:3,10 143:15,20,20 145:4,10,10,13 148:14,17,18,24 149:2,7,11,13,20	150:1,5,8 151:1,6 151:10,10,15,15 151:16,17 152:20 152:25 159:22 160:13 166:2 170:9,23 172:16 173:2 175:25 176:4,19 188:17 205:13 206:5 207:16 210:4 214:18 231:25 232:2,19 233:7,23 plan's 28:2 59:11 plane 116:11 planning 241:12 plans 3:3 7:4 15:8 15:15 26:23 28:10 34:19,22,22,23,25 34:25 35:2,3 36:8 36:11,17,19,20 37:6,10,19,23,25 38:4,6 49:14,23 81:20,24,25 108:15,19,22 119:16 129:18 142:10,13,15,18 142:25 143:19 144:6,17,25,25 146:3,6,15,21 147:11 153:24 164:20,21 165:1 168:9,10,12,17 172:14 191:13 192:5 207:21 214:15 240:5,13 240:15 platform 181:11 181:15,20 188:3 193:23,24 198:21 play 120:9	plaza 4:5 please 8:4,11 13:23 17:19 38:2 50:1,12 57:23,25 61:12 71:22 72:7 73:20 80:16 81:2 88:10 93:18 106:15 113:23 117:10 133:9 136:14 147:24 148:21 152:13 153:8 155:14 159:5 162:13 166:19 167:7 171:19 177:14 180:20 184:14 192:21 197:21 199:5 200:23 202:19 215:24 216:16,19 219:16 220:2 222:13 224:2,16,21 227:18 229:13,25 233:18 244:19 plus 37:13 134:16 135:19 137:10 241:19 pm 109:21 pocket 36:23 39:23 125:9 145:1 183:14 point 11:25 12:12 12:21 25:22 42:2 59:14 69:14 71:15 114:12,16,22 115:9,15,21 133:16 169:13 180:12,13 205:19 213:2 222:19 224:23
--	---	--	--

[pointing - privilege]

Page 34

pointing 169:19 points 114:6,10 153:18 159:6 policy 35:23 77:23 206:13 pool 203:17 pop 135:15,17 pops 172:8 portion 39:22,23 39:25 42:3,4 52:13,15 114:20 119:25 136:23 137:9 138:2 163:17 186:13,15 232:23 portions 119:22 portland 4:22 posed 84:13 213:20 position 55:8 83:24 141:10 possession 20:14 88:6,8 211:7 possible 32:23 54:14 56:15,20 70:19 130:17,20 141:6 176:4 193:13 198:12,25 199:2 200:9 215:2 228:24 230:8,14 possibly 196:5 post 230:12 ppo 34:23 36:7 37:9,13,18 108:12 108:13 142:20 143:18 152:25 165:1 166:1 168:13,17 186:23 ppos 142:14 168:14	practice 2:6 140:8 pre 41:22,25 230:5 230:10 preferred 1:13 34:23 134:11,24 159:15,17 180:4 prefers 27:11 premises 93:24 prepack 1:10 preparation 23:19 59:17 85:2 86:20 87:17 105:17 173:19 208:6 224:8 242:7 preparations 25:5 33:20 preparatory 17:7 prepare 19:1,7 20:5 21:20 24:23 25:7 236:16 prepared 21:3,23 57:20 133:10 178:5 236:18 preparing 20:21 236:10,13 prescribed 39:17 201:16 prescription 38:21 38:24 39:17 40:25 41:19 42:3,9,23,23 43:8 48:16 49:12 50:8 51:12 52:3 52:11,12,12,14,18 53:25 57:16 58:21 61:25 62:16 70:13 71:19 72:8 76:20 76:24 78:8 80:18 80:19 90:17 92:18 92:20 93:4,10,13 94:5 95:2 96:4 103:6,17 109:25	110:12 111:6 114:11,19,20 115:6,6,18,22 116:5,6,9,13,24 118:8 119:11 120:12,19,23 121:3 122:1,2,12 122:16 123:2,9 130:18 131:9 136:21 137:10 139:4,21 141:3 152:24 153:1,2,9 161:12,17 162:16 167:9,13,23 168:6 168:15 171:18,20 172:19,23,24 173:2 180:10,11 180:18,25 185:22 189:5 193:3 200:25 201:2 230:20 231:1 232:19 233:25 234:21 235:6,22 236:5 239:10 prescription's 93:11 prescriptions 21:9 59:21 63:11,11 94:20 105:22 106:9 120:1 154:21,24 162:20 168:11 175:15 211:19 presence 135:18 present 5:19 7:22 37:8 39:14 147:18 214:14 221:2 222:24 224:11 presented 70:25 228:25	president 25:15 pressure 22:19,23 23:24 33:25 34:1 34:13 70:10 85:19 86:3,10 87:5 117:3 160:7 161:8 161:23 183:2,6,19 presumably 42:1 preti 4:20 8:21 21:13,14 218:19 preti.com 4:23 pretty 28:7 224:7 prevented 19:7 previous 50:13 186:2 207:11 previously 173:6 227:6 price 175:25 176:12,19 232:12 prices 47:10 85:18 86:25 87:19 131:18 pricing 55:23 88:1 131:10 136:21 137:8 139:4,21 140:24 226:2 primarily 127:15 143:25 primary 82:23 99:8,10 119:2 prime 171:24 princeton 1:13 3:17 32:8 prior 21:6 98:25 116:7 120:24 126:16 128:16 180:9 181:23 194:4 231:4 240:20 246:7 privilege 14:11
--	---	---	--

[probably - pursuit]

Page 35

probably 11:2,2 25:9 26:16 27:6 29:6 31:4 35:18 67:21 115:12 156:4 161:14 199:24 229:2 233:15 235:20 problem 40:2 94:12 206:3 procedural 12:18 procedure 2:6 15:11 27:14 proceed 39:15,16 41:20 67:16 78:3 101:18 223:7 proceeded 181:12 219:2 proceeding 2:9 14:23 25:13 proceedings 191:13 proceeds 78:20 process 37:2 39:21 40:12,14,23 51:19 52:22 53:16,21,22 84:20,22 100:1,6 101:3,21 103:10 103:14 115:14,15 116:3 117:1 137:2 137:13 139:18 processed 39:8 41:21 117:22 198:22 processes 41:3 58:22 115:18 239:3 processing 40:13 41:5 114:12,17 115:14 118:13,21 187:10 217:5 234:22	produce 31:19 81:5 185:7 produced 31:14 45:3 75:14 184:16 209:5 219:25 228:2,2 product 122:3 206:4,13 production 209:8 209:13 products 5:3 7:7 142:22 159:15,18 224:11 227:9 professional 166:21 professionals 178:12 program 60:5 62:8,11,19,22 92:15 109:23 110:6 151:12,19 151:23 152:1 160:16 162:18,19 177:12 programs 37:10 60:17 63:15,16 109:23 146:9,10 151:5,7 152:9 159:12,16,25 160:5 187:14 promise 104:14 141:22 promotional 173:10 prompted 199:10 property 228:1,2 proprietary 85:9 182:9 222:2 protect 51:6 protective 13:5,7	protocol 27:7 provide 16:24 35:13 60:25 76:14 82:2,4,7 83:7 88:15 90:14,16 91:2,11 111:15 112:9,16 117:20 117:20 160:14 163:10 219:4 221:25 228:20 240:16 provided 18:4 30:20 37:6,22 40:16 48:15 49:22 77:10,15 80:10 87:24 91:18 113:20 120:22 124:7 154:4 158:2 172:23 194:5 196:25 197:12 223:21 provider 34:23 59:21 60:4 61:5,7 61:13,15,22 73:14 82:16 83:5,12 93:8 101:14,25 102:20 134:1 135:14 164:4,10 164:11,12 169:23 172:18 189:2 195:14 providers 54:6,12 55:6,19 56:11 59:12 60:15,17,24 62:19 82:15,17,18 83:4,6,6,9,16 84:2 101:24 102:3 134:17 135:25 provides 16:14 34:19,21 41:9 42:16 112:6	providing 35:10 35:16 37:3,21 38:7 223:19 provision 66:11 68:13,21 69:7,17 69:24 112:4 provisions 152:19 public 2:8 226:24 228:13,14 245:17 246:4 247:25 published 179:12 pull 17:18 46:4 57:22 95:18 104:13 109:15 147:23 171:15 177:4 184:13 199:13 220:15 224:5,22 225:13 227:4,17 pulled 61:4 178:13 235:1 pulling 219:17 purchase 119:22 119:24 161:12 230:11,12 231:1 purchased 182:10 purchases 183:24 221:1 222:20 224:10 231:3 purchasing 161:7 purpose 14:10 94:25 202:16 purposes 15:9 108:16 purse 116:21 pursuant 2:5 67:9 81:9 246:6 pursue 80:4 191:13 192:6 pursuit 190:3
---	---	---	--

[push - rebate]

Page 36

push 216:7 put 8:22 33:14 42:24 44:8 61:8 77:6 79:11 120:4 125:9 132:17 139:1 140:21 141:22 163:5 189:10 205:7 224:14 226:16 227:9,11 229:22 239:13 243:12 putting 41:10 155:1	87:21 98:8 103:22 109:12 111:11 112:2 113:5 117:4 121:19 124:23,24 124:25 127:14 130:16 132:7 136:5,24,25 137:15 138:8 147:8 152:4 159:19 161:9,24 162:1,2,6,9 167:11 167:23 170:2 174:16 175:18 176:2,10,20,23,25 178:23 179:5 180:22 183:3,10 186:25 189:1 190:5 191:19 196:14 204:25 207:9,10,11 209:2 211:25 212:3 213:6,19 219:18 221:24 225:2 226:7 234:6 235:4 235:5,25 236:23 questioned 150:18 questions 9:5 12:9 15:3,24 19:1 22:24 28:15,19,22 32:22 34:12 38:15 127:1,4 137:19 164:18 193:13 214:7 215:21 216:8 238:21 241:14,22 242:4 244:14 quick 27:11 57:4 67:22 109:12 137:17 204:12 211:11 239:1	quickly 101:3 228:5 quinby 4:21 8:23 226:23 227:3 241:2 quite 35:11 50:3 65:16 220:6	222:25 238:17 245:3 reading 14:24 83:2 106:23 150:25 187:11 reads 125:24 ready 58:2 137:20 real 3:6 11:19 38:21 67:22 104:19,23 138:23 140:8 realize 27:13 29:23 50:3 101:10 184:5 220:6 237:7 really 10:25 11:23 30:8 58:12 62:6 79:2 96:6 99:13 100:8 101:5 103:10,11 106:23 111:14 112:1 113:1 124:6 133:16 136:11 139:17,18 143:9 156:19 161:16 167:8 172:3 185:1 198:1,16 202:14 223:10 realtime 192:2 rear 108:15 reason 11:17 33:23 119:12,16 119:23 202:7 221:4 234:15 247:5 reasonable 111:19 112:12 reasons 87:18 rebate 109:23 110:6,19 111:2,7 111:17 112:11,21 113:3,4 132:24
q		r	
qualifications 153:3 qualified 149:9 qualify 135:13 quantities 136:9 quantity 31:2 136:12 201:3,9,14 quarter 139:14 199:21,23 quarterly 139:13 199:18 question 10:16,18 11:5,10,20,21,22 12:4,8 14:9 15:19 19:20,25 21:9 23:21,22 24:13 27:2,25 31:17 38:2 49:1 50:12 50:13,19 58:12 59:13 61:19 62:5 62:6,21 64:21 65:13 66:2,3 67:23 68:11 69:22 70:6 73:20,25 74:25 80:2 84:13 84:22,24 85:22 86:1,15,20 87:2,3		r 3:1,5 4:1 5:1 8:14 21:13 198:19,22 246:1 r.s. 246:6 ranch 1:10 range 35:11 ranked 134:9,10 rate 55:18 56:11 58:19 59:11 rates 54:7 55:7,11 82:17,19,20,25 83:1,5,16,18 84:1 84:7 rbk 1:2 reach 56:24 89:15 133:11 186:25 211:11 reached 21:8 187:1 218:24,25 220:12 read 48:12 50:14 54:1,7 56:7 60:3 60:10 67:22 73:19 73:21 77:16 81:10 88:17 105:2 106:18 124:12 130:13 136:7 151:12 152:21 153:12 159:9 160:17 163:18 166:10 185:25 186:3,4 187:3 189:23 207:10,12	

[rebate - reflect]

Page 37

141:15 183:5,12 199:7,14,17,19,20 199:21 200:11,13 200:18,20 rebates 23:7,12 109:24 110:9 111:25 113:13 128:10,17,18 132:23,23 139:11 139:12 141:11,20 161:6,22 183:1,22 184:2,3,8 199:10 199:15,15 200:1 200:17 recall 24:21 79:10 117:2 128:1 139:13 153:24 178:13 181:23 188:8 204:23 205:3,4,11 206:1,4 206:6,24 207:4,5 207:15,17 209:24 210:8,12 211:14 212:1 214:2,11 217:3,15 218:17 236:15,22 242:8,9 243:18,23 recalled 205:14 207:4 211:6,17 212:12,18,23,25 213:12,17 214:19 214:23 217:10 224:10 recalling 173:9 recalls 205:5 206:13 receive 18:5 92:2,4 112:21 124:20,25 141:19 165:11 180:24 183:5 208:14 212:17	received 18:15 21:6 76:8 92:10 139:19 148:13 180:18 183:15,17 183:23 184:7,9,25 205:19 218:18 225:7,8 receives 125:2,3 184:1 receiving 114:23 181:4 recess 97:14,15 reciprocity 187:22 recognize 187:17 recollection 106:5 142:15 220:7,10 recommend 210:10 recommendations 154:11 155:6,12 155:22 157:7,9,14 157:17,20,23 158:7 210:23 211:5 recommended 157:12 210:21 reconvene 33:7 record 7:2,16 8:5 10:4 13:2 14:7,23 18:10,12 22:13 27:22 33:10,11,13 40:8,20 57:9,10,12 67:2,3,5,22 97:8 97:12,13,18 141:25 142:2,3,5 144:10,11,13 159:9 182:19,20 182:22 204:17,18 204:20 215:23,24 216:2,2,15,18,19 216:20,22 220:14	241:16 244:18 245:6 recorded 7:4 39:24 recording 10:3 records 54:16 220:25 recover 30:2 77:21 78:3 79:9,21 100:14 191:2 recovered 102:19 recovery 77:15,18 77:19 78:5,17,21 79:5,22,25 80:4,15 80:21 99:24,25 100:1,10,11,12 103:6,16,18 104:3 196:4,4 197:9 redaction 102:8 102:10,11 reduce 102:12 reduced 217:9 reducing 159:16 160:2 reduction 102:9 160:15 refer 10:5 17:14 32:12 34:4 35:7 35:20 47:19,24 48:1 49:16 53:25 54:3 60:15 126:19 135:2,3,3,25 136:2 141:20 143:15 149:16 162:5 164:25 170:7 175:8 179:17 184:3 197:21 201:11 202:20 237:14 238:6 240:10	reference 33:22 109:4,21 118:9 122:23 150:3 171:23,25 172:4 173:6 232:3 referenced 219:9 referred 121:10 121:13 126:5 135:11 189:13 191:25 202:4 209:4 referring 15:15 17:8,15 21:10 24:2 32:14 35:21 47:22 53:16 55:20 57:15 82:20 87:13 87:16 93:20 109:10 110:2 115:25 118:14 122:13 124:1 128:12 151:15 153:12 155:8 159:19 160:22,24 160:24 161:1 162:17,22 163:15 164:1,14 179:19 186:6 189:21 198:20 210:18 211:12 221:9 227:21 233:18 refers 82:25 109:22 122:14 134:8 143:7 168:6 195:25 199:14 221:10 240:12 refill 116:7,10,11 116:13 reflect 23:12 40:20 94:19 102:7 186:20
--	---	--	---

[reflected - requested]

Page 38

reflected 23:8 96:11 104:11 132:18,24 227:22 reflecting 199:17 reflective 199:20 refresh 105:19 refresher 243:2 refund 198:18 refunds 193:7 217:2 regard 29:25 47:7 58:5 60:18 79:25 82:21 129:19 169:15 194:16 207:15 218:11 regarding 20:14 21:9 30:6 49:12 57:16 132:2 151:7 180:18 183:22 206:23 210:8 218:20 242:24 regardless 83:23 183:16 234:7 regards 59:14 regional 25:15 register 95:21 regular 38:14 60:25 regularly 231:20 231:22 232:2 reimbursed 52:7 167:3 reimbursement 55:18 56:10 58:18 233:25 234:1 reimburses 233:12 relate 119:10 178:21 189:4 193:2,8 related 28:25 49:22 67:9 70:9	117:23 129:7 130:18 141:5 183:1 188:20 194:17,21 195:2 195:15,15 210:15 234:6 238:14 relates 120:16 131:9 199:1 relating 29:10 180:24 212:18 relation 63:11 90:13 129:7 188:21 relationship 216:6 222:11 225:16 226:9 228:18 243:3 relative 246:17,19 relied 179:15 relies 158:6 rely 157:22 remain 85:19 remainder 34:8 119:6 remains 138:8 remedyrepack 1:14 remember 15:3 51:21 100:1 108:13 121:6 173:12 184:4 189:12 190:21 218:8 remembering 171:3 reminded 13:8 reminder 13:1 reminding 220:13 remit 105:7 181:25	remittance 101:15 102:7 103:19 remittances 102:4 remote 1:20 8:20 remotely 7:23 8:1 remove 69:7 199:4 200:22 227:2 removed 40:21 removes 67:25 68:12 renew 148:22 renewal 148:20 199:16 202:13 repair 121:12 repeat 38:2 50:11 180:20 207:9 235:3 repeating 52:9 rephrase 11:7 replace 24:14 217:9 replicas 31:7 report 31:3 87:8 87:11,14 91:18,22 91:24,25 93:6,9 96:8 112:17 113:3 141:19 195:22 197:5,6,7 214:18 214:25 215:10 227:15,21,24 228:8,25 229:10 229:11,14 231:21 236:20 reported 212:21 reporter 2:7 7:12 7:17,18,20 8:10,16 10:5,12 14:8 50:14 73:20,22 141:9 186:3 204:2 207:12 246:4,25	reporting 7:23 8:3 28:18 38:9 88:16 89:17,19,22,24 90:9,16,22 91:1,6 91:11 92:3,5,7,9 104:7 107:17,19 247:1 reports 22:2,5,7,9 23:2 30:9,11,14,17 30:18 31:7 88:10 89:18 91:17 112:21 113:3 188:8,9 212:16,17 212:20 219:9,10 219:11,13 225:10 230:17 231:19 236:13,16 repository 226:25 represent 7:13 17:25 24:19 32:5 61:10 79:3 113:24 126:13 185:13 195:10 222:23 representative 15:7 78:7 99:1,3 represents 193:16 reproduction 246:24 request 22:8 88:13 150:2 197:17 201:15 214:24 219:2 220:14 221:4,7 223:6,11 223:24 225:8,23 requested 22:3,4 50:13 73:21 88:7 90:22 126:1 141:8 186:2 197:15 201:16,17 207:11 218:12 219:5,13 220:25 223:22
--	---	---	---

[requested - right]

Page 39

225:6 requests 46:5,6 require 174:13 required 41:25 75:24 129:20 169:16 172:14 research 173:18 188:19 reserve 149:12,25 reserves 151:11 respect 54:12 61:21 79:5 81:20 117:7 141:3 144:25 157:11 184:10 186:17 190:4 192:4,6 218:15 244:2 respective 75:3 200:16 respond 100:8,23 174:13 176:8 responding 82:16 83:5 response 206:5 responsibilities 15:22 38:18 72:16 72:19,21,23,25 73:3 75:8,9,17,19 76:5 responsibility 42:19 43:14 63:2 63:5 71:18 72:14 74:4 80:3 101:17 112:13 114:21 133:7 138:4,10 140:2 206:16 217:11 responsible 40:1 42:17 72:11 73:11 73:18 80:7 82:14 83:3,22,25 84:1,3	84:4 111:23 119:7 124:18 186:8,21 234:2 responsive 31:15 rest 29:3 141:23 147:10 restate 180:6 restricted 225:25 228:7 241:3 result 128:8,9 151:9,23 194:24 206:23 210:11 214:11 retail 134:1,3,16 134:23 135:9,13 135:19,20,24 136:8 162:19 163:9 164:7 retain 55:16 56:8 58:15,16 59:10,19 retained 122:4 retaining 56:16 57:17 59:13 retention 197:22 201:1 retiree 235:14,17 retract 101:13 return 10:16 review 12:22 18:14,16,23,25 20:7,13 21:22 23:11,18,22 25:2,6 50:5 58:1 66:18 69:4,13,20 85:1 104:22 105:18 126:13 127:13 132:13,15 136:22 136:22 146:23 147:5 154:16,23 174:17 201:2,4,8 201:10,18 211:25	212:6,7 214:16 215:10 231:19,22 232:2 reviewed 22:4 23:3 45:20,20 105:22 106:8 146:14 150:23 154:20 201:15 224:8 225:14 226:7 reviews 202:1 revisions 149:2 reward 62:23 rewards 60:6,13 62:9 63:17 73:13 rid 59:25 riders 152:21 ridiculous 215:21 right 9:1 11:24 12:17 13:1,12,25 15:1,13,20 16:6,12 17:19 19:19 20:18 21:11,15 22:21 23:1,3 25:4,22 26:1,6,11,21 29:16 31:25 32:20,23 34:2,15 35:4 36:8 41:7 43:20 44:1,2 44:11,15,16,17 45:13 47:11,16,18 47:21 48:3,4,6 49:23 50:1 53:15 57:15,21 58:4 60:3,12 61:6,16 64:18 65:16 67:7 67:11 68:23 69:1 71:9 72:5 73:9 74:9,12,17 77:13 81:13,18 84:20,21 84:23 85:13 89:8 89:11,13,16 90:21	93:14,23 94:13,14 95:10,25 96:8,20 98:6 102:5,10 103:7 104:12 106:14,25 107:2 109:12,16,16,18 110:23 111:8 112:7 113:22 114:2,8 115:10 116:18 118:2,6,18 120:7,15 121:23 123:24 124:17 125:22 127:8,17 130:13 131:10 132:14 135:8 136:17 138:21 141:18,21 142:8 143:17,21 144:15 146:2,3 147:23 149:9,12,25 150:8 151:11,12 152:14 152:21,25 153:9 157:5 160:3 161:18 162:3 164:13,16,21,23 165:22 166:4,11 166:16,25 167:1 168:13 170:15,17 171:4,9,14,18 172:10 173:1 177:16,18,25 180:7 182:13 184:15 186:10 192:13,15 194:11 196:6,22 200:2,7 200:24 202:10,21 204:9 215:14 216:25 217:13 218:8 219:7 220:2 223:4 224:5,12,21 226:14,21 227:4
---	--	--	---

[right - see]

Page 40

228:2 230:18	201:3,4 240:14,16	120:19 127:9	122:20,24 123:7,8
231:7,10,13,17	s	129:9 130:3	180:9,12 181:2
232:12,24 237:23	s 1:8 3:1 4:1 5:1	135:24 149:7,11	190:12,22 195:25
239:23 240:18	82:13 198:19,19	151:15 154:2	205:21,23,25
241:20 242:3,12	198:22 247:5	160:1 165:17,18	219:3,4 221:11,13
242:20,25 243:11	sale 114:12,16,22	166:8,14 167:20	221:20 222:1
244:13	115:4,9,15,19	168:1 169:4 173:2	243:3
rite 171:23	sales 25:15 55:9	198:19 220:5	scroll 18:1 177:14
rnb 181:23 182:2	236:1,4	222:20 224:9	224:20 227:20
182:3,6,11,12	sam's 171:21	227:8 236:7	233:17
193:24	san 3:6	scan 239:1	scrolling 177:14
road 5:10	sandoz 1:14	schedule 11:13	231:12
roads 133:21	sarah 4:5 225:22	71:24 111:18	search 31:10 89:5
role 26:8 98:20	sarah.zimmerman	113:25 123:19,19	sears 242:24
139:20	4:7	123:20 127:8,15	second 13:16 54:4
roles 98:19	sat 95:1	127:21 129:13	71:21 108:13
room 7:22 9:21	satisfied 165:6	131:8 137:25	136:15 148:18
14:2,5 19:22	166:10	138:1,6,7	153:10 199:21,23
153:21	satisfy 166:15	schedules 69:5	203:21
rooney 4:15	168:15	school 57:3	secondary 119:2
root 238:6	saved 156:2	sciegen 1:15	202:23 203:4,5
rose 5:4	savings 35:1	scope 36:14 78:12	section 54:10 56:1
ross 5:5	saw 167:24 181:24	78:15 84:25 86:23	56:2 57:16 59:24
rough 12:3	181:24	86:24 94:24	60:2,14 61:14
roughly 12:19	saying 17:13 41:6	156:10 158:21	67:13,17,25 77:9
routine 94:8,10	41:7 64:12 74:12	169:10 175:4	81:23 93:19
row 224:21	80:12,20 116:15	215:16	106:13 109:19
rpr 2:7 246:23	122:3 129:12	scratch 40:6	110:2,10 111:12
rule 10:12	156:20 169:21	screen 70:17,24	111:18 112:11
rules 2:5 9:23	208:18 211:8	71:6,11 121:22,25	115:21 117:10,17
15:10	240:18	226:14	118:7,11,17,17
run 120:10,12	says 48:10 55:15	screwed 86:7	120:3 123:25
188:8 227:16	58:14,16 59:8,9	script 13:15	130:3 132:1
229:14,17	60:4 62:12 63:5	scripts 4:3 24:5	135:23 136:19
running 103:25	68:15 77:14 81:4	49:11,19 59:3	137:24 138:13
116:5	82:13 83:10,21	71:17 73:16,24	153:10,15 195:18
rx 92:17 133:25	88:12 93:22 95:16	74:5,7,20 75:5,18	197:22 198:18
135:13,24 145:15	104:20 106:14,16	76:3,9 105:20	see 9:7 17:14
145:16,20,25	109:22 110:11	106:4 113:17	47:21,22 48:3,7
163:2 169:11	111:14 114:12	116:15 120:25	55:20 67:13,23
171:24,24 201:1,2	115:22 117:11,12	121:11 122:4,19	68:11,14 69:22

[see - similarly]

Page 41

70:24 71:6 76:16 77:11 88:17 89:12 91:5 92:11 93:20 95:5 98:7 106:18 108:4 110:1 112:12 114:7 115:24 118:13 120:12 122:13 123:16 124:1 126:19,22 134:19 135:24 147:13 151:21 154:5 159:22 161:15,19 162:22 163:13 164:9 168:1 169:4 169:21 171:13,14 177:8 184:12 185:2,2 187:12 189:10,20 190:16 191:14 192:7 193:5 199:22 201:1 208:7 220:15 222:17,24 224:13,20 226:4 228:8,21,22 232:7 234:10 235:1 238:21 240:13,14 240:20 seeing 66:15 71:2 71:3 178:6 202:15 215:4 seeking 217:8 seen 10:1 17:23 27:8 33:16,18,19 44:17 46:1 100:5 113:7,9 138:6,12 138:14,19 139:2 139:21,23 140:8 140:18 187:1 201:20 224:6 225:2 227:6	segmented 194:3 self 42:14 200:7 sell 180:11 send 42:5 91:9 100:18 102:4 132:14 sends 115:3 132:9 132:11 184:17 208:5,20 sense 36:10 38:20 105:25 134:6 140:19 208:18 sensitive 226:2 228:9 sent 27:9 205:15 208:2 210:7 sentence 54:4,4,7 55:15 82:14 83:10 88:18 106:15 127:19 128:24 129:9 sentry 5:15 separate 22:25 43:19 75:7 121:17 service 37:21 38:7 50:7 51:11 78:22 80:15 95:6 96:2 99:1,3 114:23 118:12 124:13 130:10,23 143:3,5 143:7,8,15 169:18 services 6:11 34:20,22 35:10,14 35:17 37:3,22 42:15,17 44:21 45:5,16 48:16 49:12,22 67:12,24 68:16 71:4,25 72:9 73:18 74:16 76:8,15 77:10,15 77:18,19 78:5,17	79:5,25 80:4,10,21 80:25 83:1,7 114:11 115:22 118:8,9 120:12,20 120:22,23 122:1,2 123:2,9 124:1,4,7 125:14,16,21 126:2 130:19 152:17,24 166:8,9 166:22 169:23,24 171:2 serving 74:8 set 62:11,19,20 63:8,10 111:18 112:11 116:5 126:25 127:4 130:7 134:12 157:12 165:15 168:14,18 246:14 sets 63:8 setting 62:8 63:7 settl 192:22 settle 190:13 settled 139:12 settlement 189:17 189:25 190:3,4,24 192:6,17,23 shape 53:13 share 32:7 132:22 137:11 141:2 163:10,11,23 220:1 shared 110:9 119:9 128:11,17 128:19 shares 36:21 110:5 132:23,24 205:12 sharing 139:11 144:4 199:10,15 200:1	shaw's 171:21 sheet 222:22 245:5 247:1 sheets 224:18 shell 82:9 shield 3:3 15:9,16 25:2 26:19 187:24 shock 213:8 short 45:17 68:7 117:10 177:7 shorten 70:6 shorter 69:3 shortly 205:5 show 68:3 104:6,8 showed 188:17 showing 33:24 shown 12:18 95:21 168:21 229:1 230:10,11 232:6 237:1 shows 199:7 shulman 5:19 7:11 17:20 side 77:6,6,7,7 120:4,4 121:25 129:18 189:5 203:10 224:15,15 225:17,18 sidetracked 121:19 sierra 82:13 242:24 243:5 signature 68:7 117:11 246:22 significantly 76:9 silly 98:8 135:10 similar 23:21 31:6 138:7 191:13 192:6 211:25 similarly 1:6 214:21
---	---	---	---

[simple - spreadsheet]

Page 42

simple 41:14 82:22 102:17	71:12,13 80:15 87:10 92:3 96:17	201:10 242:7,14 242:17,25 243:6	specified 111:9 151:10
simply 37:18 53:8 91:3 176:5 221:7	133:9 147:7 148:21 153:19	speaking 12:14 29:22,23 106:6	speculation 43:3 56:22 74:23 75:11
single 66:1	155:14,15 162:13	108:6 109:6	76:12 157:25
sir 216:4	177:16 191:17	143:18 147:9	158:22 174:1
sirota 3:5 86:6 209:3,7,12,16,21	209:11 220:1	160:11 168:17	175:3 178:10
sitting 31:25 47:8 63:13 239:23	223:8 226:12,12 229:12 231:11,15	197:6 220:5	180:2 191:5 213:3 235:11 237:11
situated 1:6	234:4 239:25 240:6	speaks 51:3 56:5 65:12 196:11	speed 69:20 154:17
situation 19:13 119:4 150:24 189:23	sort 14:19 20:19 37:22 38:18,20	special 163:14 175:12	spell 13:23 38:18 135:16 224:1
six 62:12 66:19,20 172:9 199:19 241:17	51:19 52:7 60:13 62:6 66:1 81:16	specialist 167:2 specialty 136:19 175:14,20	spelled 131:3 spend 20:24 21:3 28:25 115:1,2 119:17
size 98:23 222:15	81:17,25 82:7,20 94:8 102:19	specific 27:3 54:25 59:23 61:24 62:4	spent 90:2 243:15
skip 134:15 171:14 177:5	104:18 119:18 181:7 195:8	62:5 87:20 92:13 92:25 93:2 95:10	spilled 115:24
slight 239:5	221:16,17 232:15 233:1,2	141:20 152:3,6 161:22 172:8	split 119:8
slightly 44:25	sorts 22:6 23:17 231:24	174:21,23 176:10 184:2 185:21	spoke 242:21,22 242:23 243:2
slowly 177:14	sound 161:4	197:9 207:25 213:24	sponsor 35:4 51:16 55:17 56:9 59:11,20 81:5 93:23 106:16,21 130:21 143:20,20 176:5
small 35:11 135:6	sounds 10:7 11:18 13:25 94:8 95:10 101:22	specifically 21:20 25:14 43:24 54:1 61:23 79:25 89:8 92:18 95:3 120:17 121:16 128:18 130:5 147:6 156:15 163:6 178:24 186:6 192:4 198:11,24 201:11 202:12,14 207:24 210:6 214:4 222:19 229:14	spent 90:2 243:15
smallest 35:15	source 37:2 183:5 226:15 227:14	specifically 21:20 25:14 43:24 54:1 61:23 79:25 89:8 92:18 95:3 120:17 121:16 128:18 130:5 147:6 156:15 163:6 178:24 186:6 192:4 198:11,24 201:11 202:12,14 207:24 210:6 214:4 222:19 229:14	spilled 115:24
smith 5:9	sources 87:25 242:18	specifically 21:20 25:14 43:24 54:1 61:23 79:25 89:8 92:18 95:3 120:17 121:16 128:18 130:5 147:6 156:15 163:6 178:24 186:6 192:4 198:11,24 201:11 202:12,14 207:24 210:6 214:4 222:19 229:14	split 119:8
solco 1:15 3:17 32:10	span 70:6	specifically 21:20 25:14 43:24 54:1 61:23 79:25 89:8 92:18 95:3 120:17 121:16 128:18 130:5 147:6 156:15 163:6 178:24 186:6 192:4 198:11,24 201:11 202:12,14 207:24 210:6 214:4 222:19 229:14	spoke 242:21,22 242:23 243:2
solely 82:14 83:3 83:21,25	spans 69:12	specifically 21:20 25:14 43:24 54:1 61:23 79:25 89:8 92:18 95:3 120:17 121:16 128:18 130:5 147:6 156:15 163:6 178:24 186:6 192:4 198:11,24 201:11 202:12,14 207:24 210:6 214:4 222:19 229:14	sponsor 35:4 51:16 55:17 56:9 59:11,20 81:5 93:23 106:16,21 130:21 143:20,20 176:5
solutions 1:8 5:19 7:14	speak 10:14 12:23 14:7 23:6 25:10 25:11 38:22 44:9 46:21 65:22 125:7 125:10 126:10 129:17 179:10,14 192:9 193:15 195:10 198:16	specifically 21:20 25:14 43:24 54:1 61:23 79:25 89:8 92:18 95:3 120:17 121:16 128:18 130:5 147:6 156:15 163:6 178:24 186:6 192:4 198:11,24 201:11 202:12,14 207:24 210:6 214:4 222:19 229:14	sponsor's 93:22 130:10,22
somebody 10:1 19:22 52:3 85:13 85:14 100:4 102:14 105:16 117:2 124:21		specifically 21:20 25:14 43:24 54:1 61:23 79:25 89:8 92:18 95:3 120:17 121:16 128:18 130:5 147:6 156:15 163:6 178:24 186:6 192:4 198:11,24 201:11 202:12,14 207:24 210:6 214:4 222:19 229:14	sponsors 26:23 88:12 130:7 142:20 207:17 210:4
someone's 100:25		specifically 21:20 25:14 43:24 54:1 61:23 79:25 89:8 92:18 95:3 120:17 121:16 128:18 130:5 147:6 156:15 163:6 178:24 186:6 192:4 198:11,24 201:11 202:12,14 207:24 210:6 214:4 222:19 229:14	spot 62:18 137:23
somewhat 30:8		specifically 21:20 25:14 43:24 54:1 61:23 79:25 89:8 92:18 95:3 120:17 121:16 128:18 130:5 147:6 156:15 163:6 178:24 186:6 192:4 198:11,24 201:11 202:12,14 207:24 210:6 214:4 222:19 229:14	spouse 36:4
sorry 40:1,18,23 54:4 57:4 70:17		specifically 21:20 25:14 43:24 54:1 61:23 79:25 89:8 92:18 95:3 120:17 121:16 128:18 130:5 147:6 156:15 163:6 178:24 186:6 192:4 198:11,24 201:11 202:12,14 207:24 210:6 214:4 222:19 229:14	spread 55:23 91:15
		specifics 54:13 141:14 172:3	spreadsheet 6:21 6:22,23,24 233:14 237:1 239:6

[spring - sure]

Page 43

spring 220:13 src 237:24 st 4:6 stagnant 85:19 stamps 47:25 48:2 stand 33:10 97:12 142:2 182:19 204:17 216:17 standard 88:15 89:17,18,24 90:22 91:1,10 92:3,5,8 166:1 standards 60:7 61:21 62:10,21 68:13,21 69:7,23 73:2,13 standing 65:23 stands 182:12 201:1 start 17:13 98:8 136:25 149:3 170:11 200:1 211:8 started 8:18 9:7 63:24 99:2 100:6 108:18 128:21 142:9,12 148:19 193:19 199:15 200:3 242:5 starting 128:2,11 153:10 162:16 166:7 199:23 starts 10:25 53:24 136:19 state 2:8 4:11 8:11 16:16,25 18:9 156:23 158:16 163:7 187:25 195:8,11 203:12 203:14 246:4	stated 7:15 73:8 130:12 157:4 166:10 171:1,3,6,8 statement 167:24 216:12 statements 179:12 211:4 245:7 states 1:1 7:8 156:14 170:18 stating 8:5 stay 96:9 215:24 216:1,2 stayed 181:17 stenographic 7:16 10:4 stenographically 246:13 step 201:3,9,16,18 201:25 stock 62:13 stolen 115:24 116:21 stop 12:6 150:19 stopped 64:18 straight 101:21 stray 27:17 street 3:20 4:11,16 stretch 177:8 strike 51:25 121:20 169:21 176:2 195:4 212:16 213:9 215:18,21 216:11 244:3 structure 216:7 stuff 17:7 26:7 34:2 sub 57:25 61:19 238:7,9 subject 13:6 20:6 54:1 152:17	169:25 170:6,10 171:2 188:7 215:22 236:14,21 submits 112:17 subpoena 6:10 18:1 31:24 75:15 subscribe 245:6 subscribed 245:12 247:22 subscriber 126:6 229:3,5,15,18,25 230:10,11,15,20 230:23 231:5 237:20 subsection 53:24 subsequent 13:9 65:8,14 138:7 subsequently 30:10 102:25 108:18 subsidies 23:7,12 235:20 subsidy 235:14,18 substance 169:3 169:16 substantive 26:7 substitute 22:19 33:25 117:3 217:9 successful 104:3 sufficient 111:16 112:10 suffix 229:21 suggest 107:15 192:22 suggested 141:24 suggestion 107:14 suit 29:24,25 suite 3:6,14,20 4:5 4:16 5:5,10,15 sum 126:1 137:9 204:3 220:18	summary 72:10 117:12,15 sunset 221:10,11 221:12 222:1,4 super 11:25 165:20 superior 2:5 supplied 30:10,12 30:14 supplies 133:12 supply 28:18 105:3 116:24 136:1,3,10,10 167:21 168:7 support 149:9 185:8 supported 99:1 supposed 50:22 surcharges 192:24 193:1 195:8 sure 8:23 13:24 22:1 26:11 27:8 30:18 31:6 33:24 34:14 37:5 38:6 45:18 57:24 60:22 66:23 71:1 72:20 78:19 79:16 87:1 95:13 101:20 113:8,8 114:18 117:18 122:22 127:6 132:21 134:2,21 137:23 138:11,23,24 146:10 151:3 158:13 161:21 162:11 163:21 164:3 173:16 176:25 180:8 183:10 192:20 194:15 195:11 207:10 218:18
---	--	--	--

[sure - thing]

Page 44

234:15 235:5 241:4 242:22 swearing 8:20 swedesford 5:10 switch 107:22 173:8,19 178:1 181:9,16 200:5 225:21 switched 76:9 177:23 switchover 180:17 sworn 8:15 9:16 245:12 246:8 247:22 system 38:9 39:16 95:22 96:12 181:22,23 182:6,8 185:10 187:23	246:13 takes 44:3 53:6,10 96:13 104:14 115:18 222:14 talk 10:13 11:1 33:25 34:16 55:10 113:6 153:4 174:24 177:2 178:4 182:25 196:21 216:2 talked 17:16 19:21 25:5 49:10 99:25 101:22 103:5 105:19 121:6 145:8 146:1 178:4 210:4 235:19 talking 31:7 34:1 35:3 51:19 52:2 55:5 58:23 62:22 65:3 71:16 79:14 83:1 85:11 137:7 142:9 144:24 150:12 153:13,24 156:13 163:1 173:5 183:11 219:8 target 171:22 task 105:2 tax 236:2,5 taxed 236:8 taxes 235:21,22 team 100:12 technical 144:16 telephone 220:18 tell 9:16,19 19:18 20:22 21:22 25:20 25:21 26:7 29:18 30:16 31:20 32:5 34:18 44:20 47:9 47:12 99:8 101:14 124:3 131:6	164:23 173:21 177:10 181:20 184:20 194:13 200:9 201:19 203:2 229:20,20 230:1,3,25 242:20 telling 123:3 tells 101:25 229:19 template 82:8,9 ten 33:4 tend 22:21 tendency 10:25 tenders 52:5 term 22:15 50:10 50:17,22 53:17 55:23 110:11 111:21 128:23 138:22,22,24 143:6 150:25 terminated 77:23 101:1,9 terminology 193:14 terms 45:14 46:18 47:4,9 51:7 54:7 55:7,11 61:15 64:4 65:10 69:15 75:8 91:13 105:8 107:5 108:10 111:10,22 114:3,5 152:19 153:5 164:19 165:21 181:6 185:15 test 151:5,7,11,19 152:1,9 testified 8:16 142:12 146:13 177:23 191:24 194:4 216:5 testify 15:3 18:1 19:7 20:22 24:23	57:21 246:9 testifying 16:1 27:22 100:2 testimony 13:3 15:23 57:20 73:21 75:16 122:8 173:7 207:7 232:16 242:8,15 243:12 246:12 tests 60:25 teva 1:15 3:11,11 text 54:2 57:3 thank 72:12 77:4 93:16 98:17 106:12 135:22 188:14 216:10 217:24 239:16 243:17 thanks 164:3 220:5 227:3 theirs 221:15 theoretically 215:12 therapeutic 211:17 212:12 therapeutics 105:21 106:1,8 154:20 155:11,16 178:17 211:20 212:6 therapy 201:3,9 201:17,18 202:1 thing 12:18 17:11 25:18 81:13,16 116:20 120:2 121:21 128:20 143:1,2 148:5 161:6 185:1 216:14 221:17 236:8
t			
t 3:19 8:14 21:13 178:4 246:1,1 tailor 214:7 take 11:16,22 22:1 26:10 33:3,7 34:15 40:15 50:6 51:25 57:4,4,6 66:22 69:21 96:25 98:21 102:24 104:6 118:10 127:3,13 134:17 136:25 137:16 141:23 155:23 159:4 164:17 166:18 167:6 177:7 201:3 204:12 206:23,25 207:2 214:22 239:18,20 taken 2:5 7:5 66:10 97:14 102:20 217:1			

[things - top]

Page 45

things 9:7 12:6 22:25 23:6,13 34:3 41:10 67:22 72:13 76:16 87:9 104:1 109:1 160:18 161:22 166:24 183:22 189:5 202:3	180:21 181:24 183:8 189:20 194:4 195:25 196:10 198:13 202:20 213:19 219:14,23,24 222:16 228:23 231:11 233:4 235:24 236:11,12 237:18 239:19 240:7,17,25 241:5 241:23 242:5,10 244:10	147:4,5 160:12 162:25 163:3,3 167:18,18,19,19 168:6,21 171:21 171:22 172:8 177:12	188:2 190:1,11,23 194:2 195:20 198:10,22 199:7 199:18 200:6 201:4,20,22 202:8 202:15 204:2,17 205:8,21 216:4,18 216:23 219:11 220:6,15 223:23 225:14 227:16,21 239:17 243:15,16 244:19 246:13
think 12:17,19 17:12 23:16 27:21 27:22,24 28:20 29:22 30:7,25 31:4,14,22 36:17 38:3,12,18 42:2 44:10 46:25 52:21 53:16 55:8 61:8 66:17 77:13 78:14 79:2 84:13,24 86:24 93:12 96:17 97:22 103:5,11,22 104:13 105:13 106:10,15,20 108:11 109:4,5 110:10,17,21,25 112:8 114:4,8 115:11 118:12 119:12,23 120:18 121:21 124:5,24 126:25 127:1 129:5 131:2 134:4 136:4 138:21,23 141:18,21 142:17 143:25 144:5 145:21 146:1,22 146:24 148:6,13 149:24 150:15,17 153:16 156:4 164:20 168:13 170:19,25 173:7 174:12,23 176:25 177:4,6,22 178:15	thinking 122:21 122:23 third 35:7,10,13 51:4 79:7 111:16 112:4,9 113:19 149:23 167:8 216:4 217:2 241:11 thirty 178:22 thought 8:25 150:23 163:16 thoughts 211:11 thousand 108:14 219:23 three 30:15,16 36:18 37:6,15,17 37:18 66:19 134:4 142:13,24 147:4 188:8 194:9 200:25 219:8,24 225:9 threshold 90:7 throw 108:25 213:1 throws 83:20 tie 138:2 140:21 tier 134:9,10,18 135:3 145:9,9	tiers 153:22 154:3 154:8 157:11 174:19 tiffany 3:13 time 10:13 11:5 12:3,11 21:3 22:1 22:3 24:3,5,25 28:24 29:5,7 33:10,13 37:5,8 39:21,24 42:10 44:3 47:2 49:15 50:6 52:20 57:9 57:13 67:2,20 69:12 70:6,15 71:16 73:15,16 79:6,15 82:3 85:20 86:25 90:8 91:4 95:5,24 96:1 97:12,19 98:22,24 102:6 106:5 107:2 108:6,13,16,20,21 110:8 114:14,24 122:15,18 123:5,6 123:20 126:14 127:2,13,24 128:1 133:22 136:25 142:2,6 143:6 144:2,10,13 146:18 150:9,13 150:14 152:11 154:19 155:3,3,7,8 159:11,11,18,21 160:9 163:5 164:4 164:5,5 180:6,11 182:19,23 185:9	timely 129:21 times 28:4 65:8 75:15 79:8,10 tired 235:3 title 121:17 143:16 titled 80:11 today 9:6,16,21 10:2,10,14 12:19 13:3,13,16 14:2,6 14:16 15:2,14,22 20:1 21:5,23 23:19 26:4 31:5,8 32:21 47:8,19 55:10 59:18 63:13 66:12 77:24 78:2 101:2,8 142:9 144:5 180:15 181:12 185:17 189:12 239:11,13 242:19 243:13 today's 14:23 25:7 25:12 244:18 told 9:20 tom 99:10 218:6 tomorrow 239:14 tonight 161:15 tools 89:19 top 50:4 68:10,17 96:23 104:17

[top - united]

Page 46

127:9 167:8 197:21 224:9,14 227:8 topic 19:8,10,12 21:4,16,22 23:15 23:17 24:18,19,20 24:21,24 99:23 178:21 topics 18:3,6,11,14 18:21,24 20:5,15 20:22 21:18 36:15 216:9 torrent 1:16 total 36:2,10,23 90:18 92:22 186:11 200:17 231:25 232:2 233:6,23 235:2 totally 25:17 touch 70:21 touched 70:22 tough 66:2 town 135:11,12 track 209:22 212:15,20 tracked 181:8 tracking 181:7 trade 4:16 17:2,15 17:15 train 163:16 transacted 115:5 125:7 transacting 115:7 transaction 53:5 115:8 transactions 231:7 transcribe 10:7 transcript 2:2 245:3,6 246:12,23 transfer 42:6 43:22 53:3	transferring 102:21 transfers 52:17 53:1 transition 181:13 translated 188:4 traurig 3:13 traveling 187:15 treating 212:24 treatment 210:11 trial 71:4 tried 46:4 147:22 troutman 3:4 troutman.com 3:7 3:8 true 246:12 truly 28:20 trust 1:5 6:13,14 6:16 16:10,13 17:8 24:10 99:22 221:1 222:21 truth 9:16 246:9,9 246:10 try 9:12 11:13 17:13 20:8 40:5,6 56:25 133:13 139:17 147:8 163:19 180:22 214:7 trying 51:5 79:20 105:3 106:13 120:9 137:23 143:2 152:15 193:13,14 232:20 turn 21:15 43:7 102:16 119:21 twice 230:9 two 18:2 22:25 27:12 31:5,5 37:9 37:9,12,13,14,14 41:10 49:10,21	68:3,4,5,6,7 69:12 75:7 76:5 77:7 96:8 101:6 102:6 120:20 123:23 135:23 142:14,14 145:23,24 153:18 153:19 162:16 201:12 203:8 225:21 226:9,22 tx 5:5 type 29:24 160:14 162:2 178:6 192:23 types 63:10 160:18 202:9 typical 38:20 typically 17:9 35:6 35:13 36:19 39:22 47:24 60:15 144:4 160:20 241:10 u u 32:10 u.s. 1:11 3:17 5:4 32:10 uh 10:7,7,7 ultimately 42:20 42:22 43:11,20 101:23 125:8 umbrella 142:25 unclear 99:19 147:8 underlying 227:14 underneath 53:24 123:9 understand 9:14 9:17 11:5 14:14 15:6,12,25 16:4,7 17:5 25:17 28:6 32:13,16,19 37:12 37:20 41:2,19 44:25 50:21 51:7	51:18 52:21 66:1 70:12 76:4 81:16 83:15 84:6 101:20 103:4,24 111:3 114:5,13 121:21 122:15 139:16,18 156:20 158:13 162:8,8 179:19 181:19 196:14 208:17 215:12 223:8 224:19 237:8 240:17 242:18 understanding 15:21 16:22,23 18:22 21:4 22:15 29:19,20,20 51:9 56:1 79:1 83:23 84:2 86:2,9 110:13,24 114:16 129:1 133:24 179:1 202:10 understands 50:19 understood 11:11 36:1 51:24 92:21 99:12 107:12 113:1 145:20 182:13 186:16 206:21 224:25 226:3 229:24 238:12 undertake 54:11 55:3 unfortunately 102:15 192:2 225:13 unique 163:8,14 163:22,25 203:13 unit 7:3 182:22 united 1:1 7:8
--	--	---	---

[update - want]

Page 47

update 104:22 230:16 updated 230:16 uploaded 226:24 usa 1:9,16 3:11 use 82:22 95:14 104:21 110:11 138:22 156:25 157:6 160:16 165:24 182:6 223:4 uses 81:24 111:20 173:2 180:15 usual 206:13 usually 12:7 25:19 58:6 235:22 utilization 160:6 186:23 188:4,5,16 188:21 utilize 159:12	54:12 55:12 56:12 56:17 58:5,10 59:14 61:22,25 62:2,3,24,25 63:18 70:10,14 80:1 85:18 86:3,10 87:4,12,19,20 88:1 92:11,19 110:21 141:5 146:16 147:1,6,14 161:7 161:23 174:24 183:2,6,18,24 190:4 191:3 192:6 204:23 211:6,18 212:2,12,18,24 213:12,17 214:14 214:19,22 215:4,8 217:3,10,14 218:11,16,21 219:20 224:10 236:14,21 247:2 value 62:20 161:22 183:12,17 183:22 216:11 235:16 variations 36:21 varies 29:2,2 variety 35:2 36:7 various 36:6 54:6 55:7 65:7 124:8 158:15 159:11 186:19 201:6 vcds 22:11,17 23:24 vendor 60:4 61:22 73:14 121:14 venture 236:6 verbal 217:25 verbally 9:25 verification 150:2	verify 95:25 111:17 112:10 149:12,19,25 150:8 veritext 5:19 7:11 7:13 247:1 versa 119:7 version 20:22 versus 29:1,3 39:1 56:17 57:18 105:4 115:15 122:1 136:10 160:24,25 163:3,10 164:7 175:1,10 176:7,18 239:5 240:11 vice 25:15 119:6 victor 22:17 video 7:2,3 10:3 33:13 57:8,12 67:2,5 97:11,18 142:1,5 144:10,13 182:22 204:16,20 216:18,22 244:18 videographer 5:19 7:1,12 32:25 33:9 33:12 57:8,11 67:1,4 70:19 71:1 71:5,10 97:7,11,17 97:24 98:2 118:1 118:4 120:7 142:1 142:4 144:8,12 182:18,21 204:16 204:19 216:17,21 222:14 224:17 225:19 226:4 227:1 228:10,14 241:17 244:17 videotaped 2:2 view 108:15 171:12 176:6	viewed 170:14 virtual 2:9 7:11 virtue 136:9 160:10 172:21 176:6 visit 82:22,24 167:2 volume 57:12 97:18 142:5 216:22
v		w	
v 1:7 247:2 vacation 115:23 vaccines 193:6 195:13,13 vague 27:2,4,11,19 28:3 110:11 146:17 149:21,25 150:24 155:7 160:8 206:7 220:9 vaguely 55:24 valerie 3:5 209:6 209:10 valerie.sirota 3:8 validated 100:13 valsartan 7:6 22:18,22,24 29:10 29:16,25 33:22,23 34:3,4,4 38:25 39:8 41:15,19,25 42:23 47:11 52:3			w 3:14 4:16 wacker 3:14 wait 10:17 48:22 waive 8:2 waiving 159:16 160:2 walgreens 171:23 walk 39:8 98:18 walmart 171:22 want 10:24 11:21 18:12 19:18 20:20 21:7 22:13 26:11 27:3,14 30:13 32:4 38:19 42:22 48:5 50:2,5 53:25 54:3 64:1 65:24 66:23 77:9 81:2 82:19 83:22 95:25 96:25 97:1,4,7 101:25 104:12,18 107:9 108:10 114:5 120:2 123:13 128:15 129:14 130:15 136:24 139:18 142:17 149:7 152:23 153:6 162:8,9,13 164:18 165:24 166:19 177:9 179:20

[want - yeah]

Page 48

182:25 183:10,15 184:23 187:12 193:7 197:21 204:9,10,13 222:17,18 232:5 233:23 237:16,25 241:4,14 wanted 98:12 99:23 200:24 221:5 231:2 240:19 wants 41:8 82:1 94:12 warn 10:21 warner 218:19 220:3,24 221:9 warranties 179:12 washington 3:20 waste 216:3 watch 161:14 water 204:13 way 31:22 41:23 45:16 51:7 52:1 53:13 65:19 71:10 76:7 78:12 93:9 110:17 114:4 119:9 124:5 125:4 131:2 138:1 139:1 140:21 143:12 153:7 156:24 168:14 169:17 170:2,20 181:13 181:25 189:4 193:2 194:16 196:6,24 208:12 212:16 214:6,7 215:13 221:18 226:13 228:23 231:10 233:10,24 240:7	wayne 5:10 ways 9:22 143:23 we've 12:19 27:7 27:15 31:14 65:2 79:7,8,18 106:20 109:19,21 128:23 152:16 166:21 169:5,23,24 171:19 181:3 182:10 192:16 199:6 202:11 210:4 216:25 237:19 week 52:20 101:9 102:6,6 115:1,2,3 116:8 133:17,17 184:16 193:12,12 197:3 198:9,10 219:25 week's 44:3 weekly 42:19 43:6 43:13 53:11 91:11 92:6 117:19 133:12 181:25 weigh 241:13 welcome 9:11 33:14 40:7 97:21 142:8 wellness 151:8 went 39:1 121:23 123:1,15 126:15 142:9 148:9 163:17 170:25 181:10,22 223:24 243:10 werner 5:14 whatsoever 220:8 wheels 115:3 whereabouts 46:3 wholesale 157:18 157:20	widely 109:14 willing 164:3,11 164:12 wire 43:15,16,22 wisconsin 187:15 187:16 wise 66:18 wishes 95:4 witness 2:3 6:2 8:10,12,14 51:6 66:2 70:21 71:3,9 71:12 118:3 139:8 188:13 191:17 216:4,9 232:16 240:25 241:7 witnesses 6:1 10:22 witnesses' 247:3 wlaw.com 5:17 wonderful 98:16 wonderfully 14:13 wondering 104:1 117:15 150:7 152:8 164:1 word 15:14 53:21 96:18 141:17 159:20 163:25 worded 170:3 words 10:9 27:12 73:4 134:24 140:25 230:15 work 26:14,15 28:22 38:21 83:14 99:15,22 100:6,19 111:23 149:23 155:24 169:8 180:12 187:12 196:4 238:4 243:12 worked 77:21 98:25 146:8	working 95:18 98:23 works 39:20 53:4 58:20,21 100:14 104:19 208:13 216:7 world 38:21 104:19,23 140:8 worth 44:3 183:13 wrap 216:13 221:19 wrapping 221:17 write 42:5 writes 43:11 81:24 172:18 208:20,23 writing 217:24 218:1 written 154:5 172:19,25 wrong 41:7 92:4 98:9 231:12 239:25
x			
x 1:4,19			
y			
y 224:3 yeah 17:12 18:2 25:11 33:7 51:1 70:16,21 78:14 79:17 91:17 94:17 97:3 98:4,7 102:3 127:23 139:17 143:14 150:6 160:23 166:8 168:23 171:4,4 176:24 180:21 184:4 185:9 186:11 187:21 190:21 194:19 201:14 203:16			

[yeah - zoom]

Page 49

209:11 216:1
222:7 229:16
232:20 242:10
year 29:3 142:11
147:5 150:13,13
166:3 170:9
174:19,19,20,20
years 79:17 98:15
98:21 134:4
york 247:1
youngest 33:3

z

z 32:9
zero 236:2,7
zhejiang 1:17 3:17
32:8
zhp 32:13,13
zimmerman 4:5
225:22,23 228:6
237:10 241:23
zoom 2:9 53:23
70:18 71:2

Federal Rules of Civil Procedure

Rule 30

(e) Review By the Witness; Changes.

(1) Review; Statement of Changes. On request by the deponent or a party before the deposition is completed, the deponent must be allowed 30 days after being notified by the officer that the transcript or recording is available in which:

(A) to review the transcript or recording; and

(B) if there are changes in form or substance, to sign a statement listing the changes and the reasons for making them.

(2) Changes Indicated in the Officer's Certificate. The officer must note in the certificate prescribed by Rule 30(f)(1) whether a review was requested and, if so, must attach any changes the deponent makes during the 30-day period.

DISCLAIMER: THE FOREGOING FEDERAL PROCEDURE RULES ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY.

THE ABOVE RULES ARE CURRENT AS OF APRIL 1, 2019. PLEASE REFER TO THE APPLICABLE FEDERAL RULES OF CIVIL PROCEDURE FOR UP-TO-DATE INFORMATION.

VERITEXT LEGAL SOLUTIONS
COMPANY CERTIFICATE AND DISCLOSURE STATEMENT

Veritext Legal Solutions represents that the foregoing transcript is a true, correct and complete transcript of the colloquies, questions and answers as submitted by the court reporter. Veritext Legal Solutions further represents that the attached exhibits, if any, are true, correct and complete documents as submitted by the court reporter and/or attorneys in relation to this deposition and that the documents were processed in accordance with our litigation support and production standards.

Veritext Legal Solutions is committed to maintaining the confidentiality of client and witness information, in accordance with the regulations promulgated under the Health Insurance Portability and Accountability Act (HIPAA), as amended with respect to protected health information and the Gramm-Leach-Bliley Act, as amended, with respect to Personally Identifiable Information (PII). Physical transcripts and exhibits are managed under strict facility and personnel access controls. Electronic files of documents are stored in encrypted form and are transmitted in an encrypted fashion to authenticated parties who are permitted to access the material. Our data is hosted in a Tier 4 SSAE 16 certified facility.

Veritext Legal Solutions complies with all federal and State regulations with respect to the provision of court reporting services, and maintains its neutrality and independence regardless of relationship or the financial outcome of any litigation. Veritext requires adherence to the foregoing professional and ethical standards from all of its subcontractors in their independent contractor agreements.

Inquiries about Veritext Legal Solutions' confidentiality and security policies and practices should be directed to Veritext's Client Services Associates indicated on the cover of this document or at www.veritext.com.